

EXHIBIT 6

Hon. John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KEVIN ZWICKER and TERESA K. PALMER,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GENERAL MOTORS CORPORATION, a
Delaware corporation,

Defendant.

MDL No. 1896

NO. C07-0291 JCC

Consolidated with C08-0031-JCC,
C08-0032-JCC, C08-0418-JCC

FINAL JUDGMENT

ROY FALK, LEE KRATZER and BARBARA
McRAE, on behalf of themselves and all others
similarly situated, and on behalf of the general
public,

Plaintiffs,

v.

GENERAL MOTORS CORPORATION, a
Delaware corporation,

Defendant.

CHRIS CHRISTENSEN, TERRY M. KELLY,
and PEGGY KELLY, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS CORPORATION, a
Delaware corporation,

Defendant.

1
2 REBECCA CONNELLY, individually and on
behalf of all others similarly situated,

3 Plaintiffs,

4 v.

5 GENERAL MOTORS CORPORATION, a
Delaware corporation,

6 Defendant.

7 **FINAL JUDGMENT**

8 This matter having come before the Court on the application (Dkt. No. 123) of
9 Plaintiffs Kevin Zwicker, Teresa Palmer, Roy Falk, Lee Kratzer, Barbara McRae, Robert W.
10 Christensen, Terry M. Kelly and Peggy Kelly, individually and as representatives of a certified
11 Settlement Class (collectively, "Plaintiffs"), and General Motors Corporation ("Defendant") for
12 approval of the settlement set forth in the Settlement Agreement and the exhibits thereto
13 (collectively the "Agreement"), and the Court having considered all papers filed, all evidence
14 submitted and proceedings had herein, including the timely objections to the proposed
15 Settlement submitted by Class members, and the Court having heard the argument of counsel
16 at the Final Approval Hearing on November 6, 2008, and no objector having appeared at the
17 hearing, and the Court otherwise being fully informed;

18 **HEREBY ORDERS, ADJUDGES AND DECREES:**

19 1. This Final Judgment incorporates the Agreement and the terms defined therein.
20 A copy of the Agreement is attached to this Final Judgment as Exhibit A.

21 2. This Court has jurisdiction over the subject matter of this litigation, and over all
22 parties to the litigation, including all members of the Settlement Class, and has jurisdiction to
23 approve the settlement reflected in the Agreement, and hereby approves same.
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1 3. The Court hereby finds that for Settlement purposes, the following Class meets
2 the requirements of Federal Rule of Civil Procedure 23, and certifies for purposes of the
3 Agreement and Settlement, the following Settlement Class:

4 All current United States owners and lessees of Model Year 2003-2005 General
5 Motors GMT800 Platform automobiles manufactured on or before December
6 31, 2004. The makes and models included in the GMT 800 Platform, and
7 owned by the Settlement Class are Chevrolet – Avalanche, Silverado, Suburban,
8 and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade,
9 Escalade ESV, and Escalade EXT. Excluded is any person, firm, corporation,
10 trust or other entity related to or affiliated with Defendant General Motors and
11 Defendant's legal representatives, assigns and successors. Also excluded is any
12 person who has or had an action for personal injury or death against General
13 Motors as a result of an allegedly defective instrument cluster, speedometer, or
14 stepper motor in any of the subject Vehicles, the judge to whom this case is
15 assigned and any member of the judge's immediate family.

16 4. The Court hereby finds that: (a) the settlement has been entered into in good
17 faith and was concluded after Class Counsel had conducted an investigation concerning the
18 issues raised by Plaintiffs' claims; (b) the settlement evidenced by the Agreement is fair,
19 reasonable and adequate as to, and in the best interests of, the Settlement Class Members;
20 (c) the settlement delivers benefits to the Class in a timely manner while resolving complex
21 issues that would require expensive and long-lasting litigation; (d) the Agreement was the
22 result of extensive arms' length negotiations between highly experienced counsel, with full
23 knowledge of the risks inherent in this litigation, facilitated by a respected, experienced
24 mediator; (e) there is no evidence of collusion or fraud in connection with the settlement;
25 (f) the investigation conducted in the case to date suffices to enable the parties and the Court to
make an informed decision as to the fairness and adequacy of the settlement; (g) the case raised
complex and vigorously contested issues of law and fact, if fully litigated, that would result in
complex, expensive, and lengthy litigation; (h) the Plaintiffs faced significant risks in
establishing liability and damages; and (i) the release is tailored to address the allegations in
the case. Accordingly, the Court hereby orders and declares (a) the Agreement is approved by
the Court and shall be binding on all Settlement Class Members except those individuals and

1 entities who have timely filed and served an election to be excluded from the Settlement Class,
2 a list of whom is attached to this Judgment as Exhibit B, “List of Excluded Class Members ”;
3 and (b) the Agreement is binding and preclusive in all pending and future lawsuits or other
4 proceedings whether in state or federal court. The Plaintiff in one transferred putative class
5 action, *Rebecca Connelly, individually and on behalf of all others similarly situated v. General*
6 *Motors*, Civil Action 1:08-483, District of South Carolina, Aiken Division (the “Connelly
7 Action”), has served a timely request for exclusion from the Settlement Class. Connelly,
8 personally, having requested exclusion, is not a member of the Settlement Class. The Class
9 allegations in the Connelly Action are stricken, but Plaintiff Connelly’s individual claim
10 alleged on her own behalf in the Connelly Action is not dismissed, in light of her request for
11 exclusion. Each and every term and condition of the Agreement as a whole (including the
12 attached exhibits) is approved as proposed, and the Agreement is made part of this Judgment
13 and is to be effective, implemented, and enforced as provided in the Agreement.

14 5. The Court finds that the Class Notice implemented pursuant to this Court's
15 Preliminary Approval Order provided the best notice practicable under the circumstances. The
16 Court further finds that the Class Notice advised each member of the Class, in plain easily
17 understood language: (a) the nature of the suit; (b) the definition of the Class certified; (c) the
18 class claims, issues, and defenses; (d) that a Class Member could enter an appearance through
19 counsel if desired; (e) that the Court would exclude from the Class any member who timely
20 requested exclusion by a specified date; and (f) that the judgment incorporating the settlement
21 will fully release Defendant, dismiss the lawsuits consolidated and transferred to this Court for
22 purposes of Multi-District Litigation No. 1896 with prejudice, and include and bind all
23 members of the Class who did not timely request exclusion. The Court finds that the Class
24 Notice and Notice methodology fully complied with all applicable legal requirements,
25 including the Due Process Clause of the Constitution of the United States.

1 6. The Court finds that Class Counsel and the Class representatives adequately
2 represented the Class for purposes of entering into and implementing the Agreement.

3 7. The terms of the Agreement and this Judgment shall be forever binding on, and
4 shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
5 proceedings that may be maintained by or on behalf of the Plaintiffs or any Settlement Class
6 Members, as well as their collective heirs, executors, administrators, successors and assigns,
7 relating to the Action and/or the Released Claims (as defined in the Agreement).

8 8. The release which is set forth in the Agreement is expressly incorporated herein
9 in all respects and is effective as of the date of this Judgment.

10 9. The preceding paragraph of this Judgment covers, without limitation, any and
11 all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other
12 counsel representing Plaintiffs or the Settlement Class Members, or incurred by Plaintiffs or
13 the Settlement Class Members, or any of them, in connection with or related in any manner to
14 this Action, the settlement of this Action, the administration of the settlement and/or the
15 Released Claims.

16 10. All Settlement Class Members who did not timely exclude themselves from the
17 Class are, from this day forward, hereby permanently barred and enjoined from:

18 (a) filing, commencing, prosecuting, intervening in, or participating in (as
19 Settlement Class Members or otherwise), any lawsuit in any jurisdiction based on or relating
20 to: (i) the claims and causes of action asserted or assertable in this Action; (ii) the facts and
21 circumstances relating to this Action; or (iii) the Released Claims, or

22 (b) organizing Settlement Class Members, or soliciting the participation of
23 Settlement Class Members, in a separate class for purposes of pursuing as a purported class
24 action any other lawsuit (including by seeking to amend a pending complaint to include class
25 allegations, or seeking class certification in a pending action in any jurisdiction) based on or
relating to the Released Claims.

1 11. Class Counsel are hereby awarded attorneys' fees in the total amount of
2 \$2,300,000 ("Attorneys' Fees") and expenses ("Expenses") in the total amount of
3 \$72,000, to be paid in accordance with the terms and conditions set forth in the Agreement.
4 Class Counsel shall have sole responsibility to allocate and distribute this award of Attorneys'
5 Fees and Expenses. Defendant shall have no responsibility for, and no liability with respect to,
6 the allocation of Attorneys' Fees and Expenses among Class Counsel or any other person who
7 may assert some claim thereto.

8 12. Each of the named Class Representatives in the Zwicker, Falk and Christensen
9 cases is hereby awarded \$1,500.00 for their services as Class Representatives in the litigation,
10 the amount being fair, adequate and reasonable for the time and effort each expended. Such
11 incentive payments are to be paid by and from Class Counsel as part of the Expenses.
12 Defendant shall not be responsible for payment of such incentive payments.

13 13. Neither this Judgment, nor the Agreement (nor any document referred to herein
14 or any action taken to carry out this Final Judgment) is, may be construed as, or may be used as
15 an admission by Defendant of the validity of any claim, of actual or potential fault, wrongdoing
16 or liability whatsoever. Entering into or carrying out the Agreement and any negotiations or
17 proceedings relating to the settlement shall not in any event be construed as, or deemed to be
18 evidence of, an admission or concession of the Defendant and shall not be offered or received
19 into evidence in any action or proceeding against any party hereto in any court, judicial,
20 administrative, regulatory hearing, arbitration, or other tribunal or proceeding for any purpose
21 whatsoever, except in a proceeding to enforce the Agreement. This Final Judgment and the
22 Agreement (including exhibits thereto) may, however, be filed in any action against or by the
23 Defendant to support a defense of *res judicata*, collateral estoppel, release, good faith
24 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
25 similar defense or counterclaim.

1 14. Without affecting the finality of this judgment in any way, this Court hereby
2 retains continuing jurisdiction over implementation of the terms of the Settlement Agreement
3 and any resolution of any disputes arising thereunder.

4 15. The Court considered the objections filed by approximately thirty-five (35)
5 Class members and finds that none of them warrants disapproval of the Agreement and are
6 hereby OVERRULED. No objectors appeared at the fairness hearing held on November 6,
7 2008.

8 16. This Action, including all individual claims and Class claims asserted or
9 assertable herein, is hereby DISMISSED WITH PREJUDICE, without fees or costs to any
10 party except as otherwise provided herein.

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12 **IT IS SO ORDERED.**

13 Dated: November 7, 2008

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A handwritten signature in black ink, appearing to read "John C. Coughenour", is written over a horizontal line.

John C. Coughenour
UNITED STATES DISTRICT JUDGE

— EXHIBIT A —

SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Agreement**") is made and entered into between Plaintiffs, Kevin Zwicker, Teresa Palmer, Roy Falk, Lee Kratzer, Barbara McRae, Robert W. Christensen, Terry M. Kelly and Peggy Kelly, individually and as representatives of the **Settlement Class**, by and through their counsel of record, on one hand, and **Defendant**, General Motors Corporation ("**GM**" or "**Defendant**") on the other hand. The **Agreement** is intended to resolve and settle the litigation entitled *In re General Motors Corporation Speedometer Litigation*, MDL Case No. 1896 which includes, at the present time, the following lawsuits: *Kevin Zwicker, and Teresa Palmer, et al. v. General Motors Corporation*, Case No. C07-0291 JCC, pending in the United States District Court, Western District of Washington at Seattle; *Roy Falk, Lee Kratzer, Barbara McRae, v. General Motors Corporation*, Case No. C 07 1731 JL, pending in the United States District Court, Northern District of California; and *Robert W. Christensen, Terry M. Kelly and Peggy Kelly v. General Motors Corporation*, Case No. CV07-0512-HA, pending in the United States District Court for the District of Oregon, and all matters raised therein, subject to the terms and conditions hereof and approval of the Court.

A. BACKGROUND

1. Plaintiffs filed the three Federal Court putative class actions in Washington (*Zwicker, et al. v. General Motors Corporation*), California (*Falk, et al. v. General Motors Corporation*) and Oregon (*Christensen, et al. v. General Motors Corporation*) (hereafter the "**Single State Actions**"). The Complaints in those cases seek certification of state-wide classes of owners of model year 2003-2007 "light pick-ups and sport utility vehicles" manufactured by General Motors. The purported classes pleaded in each of those cases encompass owners in each of the three states of various makes and models of the GMT800 and the GMT360 lines of vehicles.

2. In each of the **Single State Actions**, Plaintiffs contend the **Vehicles** at issue in those cases have instrument clusters which contain stepper motors which do not last for the life of the **Vehicles**. As a result, plaintiffs contend, among other issues, the speedometers in the **Vehicles** may not register the accurate speed of the **Vehicles**, or may cease to function entirely. **GM** denies the **Vehicles** are defective or that it is responsible to provide instrument clusters, stepper motors, and/or speedometers that last the life of the **Vehicles**.

3. **Special Coverage Campaign:** Commencing on or about September 28, 2007, **GM** began notifying owners of Model Year 2003 and 2004 GMT 800 platform **Vehicles** of **Special Coverage** which would provide for instrument cluster repairs and/or reimbursement for such repairs for owners of those **Vehicles** as described in Exhibit A to this Agreement. Pursuant to the **Special Coverage**, **GM** agreed, subject to certain limitations, to pay for repairs to current owners' instrument panel clusters, or to reimburse those current owners who previously paid for instrument panel repairs on the **Vehicles**, subject to certain limitations. Attached as Exhibit A and incorporated herein by reference is a copy of the September, 2007 **Special Coverage** Service Bulletin which describes in detail the terms, limitations and conditions of the **Special Coverage**. The **Special Coverage** campaign provides benefits to current owners of model year 2003-2004 GMT800 platform **Vehicles** as described more fully in Exhibit A. For purposes of settlement, **GM** agrees that the **Single State Actions** were a factor in its decision to provide the **Special Coverage** to current owners.

4. **Defendant** filed a motion with the Judicial Panel on Multidistrict Litigation ("JPML") seeking an order to consolidate the three **Single State Actions** under 28 U.S.C. 1407 and transfer them to the Western District of Washington, MDL Case No. 1896.

5. Before commencing the **Single State Actions** and prior to and during settlement negotiations, **Class Counsel** (as that term is defined below) conducted an examination and evaluation of the relevant law and facts to assess the merits of the claims and potential claims,

and of the defenses and potential defenses, and to determine how best to serve the interests of Plaintiffs and the **Settlement Class** (as that term is defined below). Based thereon, and after reviewing approximately 100,000 pages of documents and taking several depositions, Plaintiffs and **Class Counsel** are satisfied that the **Agreement** is based upon a thorough analysis of the facts and law, after the investment of a significant amount of time and money, and that this **Agreement** is fair, reasonable and adequate.

6. Plaintiffs and **Class Counsel** have agreed to settle the **Action** pursuant to the provisions of the **Agreement**, and subject to court approval, after considering such factors as: (i) the benefits to Plaintiffs and the **Settlement Class** under the terms of the **Agreement**; (ii) the uncertainty of being able to prove the allegations made in the **Action**, and the uncertainty of being able to overcome defenses thereto; (iii) the inherent risks and uncertainty of complex litigation such as the **Action**; (iv) the difficulties, risks and delays inherent in such litigation; (v) the desirability of consummating the **Agreement** promptly in order to provide expeditious and effective relief to Plaintiffs and the **Settlement Class**; (vi) the **Defendant** has consistently and vigorously disputed the substantive allegations on the merits made against it and vigorously and consistently opposed the relief requested by the **Settlement Class**; and (vii) the significant expense and time necessary to prosecute the litigation through trial and appeal. Plaintiffs and **Class Counsel** believe that settlement in accordance with the terms of the **Agreement** is desirable and preferable to proceeding with a lengthy, protracted, and expensive lawsuit because they believe that it is fair and reasonable and provides substantial benefits. The **Agreement** has been reached after substantial, good faith, arms length negotiations, including two in-person sessions with the Hon. Edward Infante in San Francisco, California, phone and e-mail communications with Judge Infante, and negotiation sessions between the lawyers.

7. On January 8, 2008, the JPML issued an order transferring and consolidating the

Single State Actions in the United States District Court, Western District of Washington.

Plaintiffs will dismiss the **Single State Actions**, with the exception of the *Zwicker* action, and will file in the *Zwicker* action an amended class action complaint on behalf of the named plaintiffs and a nationwide **Settlement Class** of owners and lessees in all 50 states of model year 2003-2005 GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models to be included are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. The parties contemplate that claims pleaded in the **Single State Actions** relating to the GMT360 line of **Vehicles** will be subject to a separate tolling agreement, attached as Exhibit B to this **Agreement**.

8. The **Defendant** expressly denies any wrongdoing alleged in the pleadings and neither admits nor concedes any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against it in the **Action**, or that Plaintiffs or any **Settlement Class** members have suffered damage or were harmed by the conduct alleged. **Defendant** expressly maintains all applicable defenses to class certification. The **Defendant** has nonetheless concluded that it is desirable that the **Action** be fully and finally settled in the manner and upon the terms and conditions set forth in the **Agreement** because this settlement will: (i) fully resolve all matters raised in the **Action** pertaining to the **Vehicles**; (ii) avoid the substantial expense, burdens and uncertainties associated with continued litigation of the **Action**; and (iii) maintain and preserve the goodwill of **Defendant**, and promote customer satisfaction in connection with the **Vehicles** and other **GM** products.

9. Plaintiffs and **Defendant**, therefore, agree that, subject to the approval of the Court, the **Action** shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions, each party to bear its own costs, except as otherwise noted herein:

B. DEFINITIONS

As used in the **Agreement**, and exhibits hereto, the following terms have the meanings specified below:

1. "**Action**" means the litigation entitled *In re General Motors Corporation Speedometer Litigation*, MDL Case NO. 1896 and includes, at the present time, the following lawsuits: *Kevin Zwicker, and Teresa Palmer, et al. v. General Motors Corporation*, Case No. C07-0291 JCC, pending in the United States District Court, Western District of Washington at Seattle; *Roy Falk, Lee Kratzer, Barbara McRae, v. General Motors Corporation*, Case No. C 07 1731 JL, pending in the United States District Court, Northern District of California; and *Robert W. Christensen, Terry M. Kelly and Peggy Kelly v. General Motors Corporation*, Case No. CV07-0512-HA, pending in the United States District Court for the District of Oregon. The term the "**Action**" will also include any additional cases that become part of the *In re General Motors Corporation Speedometer Litigation* before the time **Judgment** is entered.

2. "**Attorneys' Fees**" means the amount awarded by the Court to **Class Counsel** to compensate them, and any other attorneys for Plaintiffs or the **Settlement Class**, for their **Attorneys' Fees** in connection with prosecuting the **Action**. **Attorneys' Fees** will not exceed \$2,300,000.00.

3. "**Authorized Dealer**" means any Cadillac, Chevrolet, or GMC dealer in the United States that is a signatory to an existing and effective General Motors Corporation Dealer Sales and Service Agreement.

4. "**Claim Form**" means the form, in substantially the form attached hereto as Exhibit C and incorporated herein by reference, to be sent to **Settlement Class Members** with the **Settlement Class Notice**.

5. "**Class Counsel**" means the following attorneys, who are the attorneys of record

representing the interests of Plaintiffs and **Settlement Class Members**.

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111

Kim D. Stephens
Beth E. Terrell
Tousley Brain Stephens PLLC
1700 Seventh Avenue, Suite 2200
Seattle, Washington 98101-4416

Gary E. Mason
The Mason Law Firm, PC
1225 19th Street NW, Suite 500
Washington, DC 90036

Keven L. Oufnac
Kahn Gauthier Swick LLC
650 Poydras Street, Suite 2150
New Orleans, Louisiana, 70130

6. **"Class Notice"** means the notice, substantially in the form attached hereto as Exhibit D and incorporated herein by reference, provided to **Settlement Class Members** after the court issues the **Preliminary Approval Order**.

7. **"Defendant's Counsel"** means the law firm of Sedgwick, Detert, Moran & Arnold, 801 S. Figueroa Street., 19th Floor, Los Angeles, California 90017-5556, attorneys of record for General Motors Corporation.

8. **"Effective Date of Settlement"** means five (5) business days after the later of (a) the date upon which the time for seeking appellate review of the **Judgment** shall have expired, or all appellate challenges to the **Judgment** shall have been dismissed with prejudice without any person having any further right to seek appellate review of the **Judgment**; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the **Judgment** shall expire, or all appellate challenges to the **Judgment** shall have been dismissed with prejudice without any person having any further right to seek appellate review thereof.

9. **"Judgment"** means the **Judgment**, substantially in the form attached hereto as Exhibit E and incorporated herein by reference, to be entered by the Court in the **Action** finally approving this **Agreement**.

10. **"Preliminary Approval Order"** means the Court's preliminary approval of the terms of this **Agreement** as fair, adequate, and reasonable, including the Court's approval of the form and manner of giving notice to **Settlement Class Members**, substantially in the form attached hereto as Exhibit F and incorporated herein by reference.

11. **"Released Claims"** means any and all past, present, and future claims, demands, causes of actions or liabilities, including but not limited to those for alleged violations of any state or federal statutes, rules or regulations, and all common law claims, and including **Unknown Claims** as defined herein, based on or related in any way to an allegedly defective instrument cluster, speedometer, or stepper motor in any of the **Vehicles** or the factual allegations and claims made in the **Action**. This release expressly does not apply to claims for personal injury.

12. **"Settlement Class" or "Settlement Class Members"** means all current United States owners and lessees of Model Year 2003-2005 General Motors GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included in the GMT 800 Platform, and owned by the **Settlement Class** are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. Excluded is any person, firm, corporation, trust or other entity related to or affiliated with **Defendant** General Motors and Defendant's legal representatives, assigns and successors. Also excluded is any person who has or had an action for personal injury or death against General Motors as a result of an allegedly defective instrument cluster, speedometer, or stepper motor in any of the subject **Vehicles**, the judge to whom this case is assigned and any member of the judge's immediate family.

13. **"Special Coverage"** means the campaign **GM** commenced on or about September 28, 2007 in connection with repairs or reimbursement for owners of certain makes, models and model years of the **Vehicles** as more fully described in the **Special Coverage** Service Bulletin and sample customer letter attached hereto as Exhibit A and incorporated herein by reference.

14. **"Unknown Claims"** means any **Released Claim** that any plaintiff or **Settlement Class Member** does not know or suspect to exist at the time of the release provided for herein, including without limitation, any act or omission in any way related to the instrument panel, speedometer, or stepper motors in the **Vehicles** or factual allegations and claims made in the **Action** even if such knowledge would have materially affected the decision to remain in the **Settlement Class** and not to object to the **Agreement**.

15. **"Vehicles"** means Model Year 2003-2005 General Motors GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included in the **Settlement Class** are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT.

C. SETTLEMENT CLASS RELIEF, ATTORNEYS' FEES, AND COSTS

1. Extension Of Special Coverage Campaign: **GM** agrees to extend the **Special Coverage** to the **Vehicles** identified herein in Section B(15), subject to the terms and limitations described in the **Special Coverage** documents attached as Exhibit A. The extension of the **Special Coverage** campaign will include model year 2005 GMT800 platform **Vehicles** with build dates on or before December 31, 2004. **GM** further agrees to complete the Special Coverage Campaign, as described in paragraph A-3 and Exhibit A to this Agreement.

2. Replacement Instrument Cluster To Be Provided For Vehicles Between 70,000 And 80,000 Miles At No Cost: **GM** further agrees to provide a replacement instrument cluster for the **Vehicles** at no cost in the event any current owner or lessee has a **Vehicle** which

experiences a verified instrument panel stick, flutter or failure between 70,000 and 80,000 miles. Under this term, **GM** will provide the instrument cluster part only and will not pay for any additional costs in connection with such cluster replacement, including diagnosis or labor.

3. **Reimbursement:** In addition to the reimbursement described in the **Special Coverage**, **GM** further agrees to reimburse current owners and lessees of the **Vehicles**, for instrument cluster cost only, if those owners and lessees paid for an instrument cluster to be replaced in his/her **Vehicle** when the mileage on the **Vehicle** was between 70,000-80,000 miles. Such reimbursement shall be processed according to the procedures, terms and conditions outlined in the Customer Reimbursement Procedure and Customer Reimbursement **Claim Form** attached as Exhibit C and incorporated herein by reference.

4. **Attorneys' Fees:** Prior to the Fairness Hearing and entry of the **Judgment**, **Class Counsel** agrees to make, and **Defendant** agrees not to oppose, an application to the Court for **Attorneys' Fees** not to exceed the total sum of \$2,300,000.00. Payment of **Attorneys' Fees** will not reduce benefits being made available to **Settlement Class Members**, and **Settlement Class Members** will not be required to pay any portion of the **Attorneys' Fees**. The **Class Notice** will advise the **Settlement Class Members** of **Class Counsel's** intent to seek **Attorneys' Fees**, including the amount of such fees.

5. **Timing Of Payment Of Attorneys' Fees:** A portion of the **Attorneys' Fees**, if awarded by the Court, and in the amount up to \$1,800,000.00, shall be paid to **Class Counsel** by **Defendant** within fifteen (15) business days after the court issues an order preliminarily approving the settlement and the attorney's fees. Such payment is contingent on **Class Counsel** providing to **Defendant's Counsel** documentation demonstrating **Class Counsel's** ability to repay the \$1,800,000 in fees, no later than five (5) business days after the court issues an order preliminarily approving the settlement and upon the court's preliminary approval of an **Attorneys' Fees** award and upon the receipt of appropriate taxpayer identification information.

Defendant shall pay any remaining amount of the **Attorneys' Fees** ("Second Payment"), as awarded by the Court, no later than fifteen (15) business days after the **Effective Date of Settlement**. In no event shall the **Defendant** pay or be required to pay more than \$2,300,000.00 in **Attorneys' Fees** to **Class Counsel**, except that **Defendant** will pay interest in the amount of 6% per annum on the Second Payment of **Attorneys' Fees** awarded by the Court beginning on the day the court enters the **Judgment** and ending on the date the **Attorneys' Fees** are paid to **Class Counsel**. It is understood that for each payment of **Attorneys' Fees**, **Defendant** will only need to transmit one payment to a "**Designated Class Counsel Payee**", and that the **Designated Class Counsel Payee** shall be Tousley Brain Stephens PLLC, 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101-4416. It is further understood that **Designated Class Counsel Payee** shall be responsible for distribution to all **Class Counsel** of any proportionate attorney fee. **Designated Class Counsel Payee** shall receive one payment for expense reimbursement owed by **Defendant** to **Class Counsel**.

6. **Designated Payee For Attorneys' Fees:** **Class Counsel's "Designated Payee"** will allocate and distribute the award of **Attorneys' Fees** and Expenses among all other counsel for the **Settlement Class**. **Defendant** shall have no responsibility for and no liability with respect to the allocation of the **Attorneys' Fees** and Expenses among any counsel representing the **Settlement Class**, or any other person who may assert some claim thereto, and the **Defendant** takes no position with respect to such matters. **Defendant's** only obligation is to pay the Court Ordered **Attorneys' Fees** and Expenses to the "**Designated Payee**" of **Class Counsel**.

7. **Payment Of Costs/Expenses:** **Defendant** agrees to pay after entry of the **Judgment** and within fifteen (15) business days after the **Effective Date of Settlement** reasonable and necessary costs and expenses (not including **Attorneys' Fees**) incurred by **Class Counsel** in the prosecution of the **Action**, in an amount not to exceed \$72,000, subject to an order from the court awarding such costs/expenses. Receipts for the costs and expenses will be

submitted to **Defendant's Counsel** for approval as soon as possible. If there is an unresolved dispute as to the eligibility of any submitted item or items, the dispute will be mediated with the Hon. Edward Infante and if no agreement is reached, Judge Infante will decide the disputed issue, and his decision will be final and binding on the parties. If Judge Infante is unwilling or unable to serve, another neutral third party will be selected by the parties or, if the parties cannot agree, selected by JAMS. The cost of this procedure will be equally split between **Defendant** and **Class Counsel**.

8. Payment Of Incentive Payments To Named Class Representatives By **Class Counsel**: **Class Counsel** has agreed to pay, after entry of the **Judgment**, and within ten (10) business days after the **Effective Date of Settlement**, incentive payments of \$1,500 to each of those individuals who remain as named Class Representatives in the **Action** at the time **Judgment** is entered. Such incentive payments are to be paid by and from **Class Counsel**. **Defendant** shall not be responsible for payment of such incentive payments.

9. No Additional Payments For Party Fees, Costs, Or Disbursements: **Defendant** shall have no liability or obligation to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of, any person, either directly or indirectly, in connection with this **Action**, the **Agreement**, or the proposed settlement, other than the amounts expressly provided for in the **Agreement**.

10. Preliminary Approval Order: Promptly after execution, Plaintiffs shall submit this **Agreement** and its exhibits to the Court and apply for a **Preliminary Approval Order** which contains substantially all of the terms and provisions in Exhibit F attached hereto, including approving the **Class Notice**, **Claim Form**, notification procedure, and the provisions for **Settlement Class Members** to opt out or object as set forth herein.

11. Release And Waiver: Each Plaintiff and **Settlement Class Member** stipulates and agrees that, upon the **Effective Date of Settlement**, he, she, or it shall be deemed to have,

and by operation of the **Judgment** shall have, released, waived and discharged his, her or its **Released Claims** as defined herein and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, or of any similar law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Upon entry of the **Judgment**, each Plaintiff and **Settlement Class Member** shall be deemed to have, and by operation of the **Judgment** shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by any law of the United States, or any state of the United States, or principle of common law that is similar, comparable or equivalent to § 1542 of the California Civil Code. The Plaintiffs and **Settlement Class Members** may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the **Released Claims**, but each Plaintiff and **Settlement Class Member**, upon entry of the **Judgment**, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released and discharged any and all **Released Claims**, known claims or **Unknown Claims**, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existent of such different or additional facts.

D. NOTICE

1. Notice shall be provided to **Settlement Class Members** by direct mail. General Motors shall obtain from the R L Polk Company (Polk) names and addresses for registered

owners of the **Vehicles** for use in connection with the mailing of **Class Notice** in accordance with applicable law.

2. As soon as reasonably practicable after entry of the Preliminary Approval Order, Defendant or Polk shall request authorization to use name and address information for all current owners of the **Vehicles** from the appropriate state officials in each of the fifty states. No later than 75 days after Polk has obtained and compiled the necessary mailing information, **GM** at its own expense shall cause to be mailed by first class mail the **Class Notice** and **Claim Form** to each **Settlement Class Member**.

3. A settlement website (www. _____ .com) and toll-free number (1-____-____-____) will indicate when, and if, the court issues a final order approving the settlement. If the court issues a final order approving the settlement, the settlement website and toll-free number will also indicate the **Effective Date of Settlement** thereby allowing **Settlement Class Members** to determine when, and if, they are entitled to settlement benefits, in addition to the benefits already available to some **Settlement Class Members** pursuant to the terms of the existing **Special Coverage** Campaign.

E. REQUESTS FOR EXCLUSION

1. Any Putative **Settlement Class Member** who wishes to be excluded from the **Settlement Class** must deliver a written request for exclusion to:

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111
Fax: (415) 433-7311

and
Jacqueline Jauregui
Amand Mines
Sedgwick, Detert, Moran & Arnold
801 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
Fax: (213) 426-6921

The request must be postmarked no later than twenty (20) days before the Fairness Hearing, or as the Court otherwise may direct. Copies of any requests received by **Class Counsel** shall be forwarded immediately to **Defendant's Counsel**. The original requests for exclusion shall be filed by **Class Counsel** with the Court before the Fairness Hearing.

2. Any putative **Settlement Class Member** who does not file a timely written request for exclusion shall be bound by all subsequent proceedings, orders and **Judgments** in the **Action**, even if he or she has pending or subsequently initiates litigation against the **Defendant** relating to any of the claims released in this **Action**.

3. The named Plaintiffs agree that they will not opt out of the **Settlement Class**.

F. OBJECTIONS TO SETTLEMENT

1. Any **Settlement Class Member** who has not submitted a timely written request for exclusion and who wishes to object to the **Agreement**, the proposed settlement, or to the award of **Attorneys' Fees**, must serve a written objection received by **Class Counsel** and **Defendant's Counsel** and file marked by the Court, no later than twenty (20) days before the Fairness Hearing or as the Court otherwise may direct. Written objections must include: (i) the objector's name, address and telephone number; (ii) the Vehicle Identification Number of the **Vehicle** that makes the objector a member of the **Settlement Class**; (iii) the name of this case and the case number, (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). If the objection is presented through an attorney, the written objection must also include: (i) the identity and number of **Settlement Class Members** represented by objector's counsel; (ii) the number of such represented **Settlement Class Members** who have opted out of the settlement; (iii) the number of such represented

Settlement Class Members who have remained in the settlement and have not objected; (iv) the date the objector's counsel assumed representation for the objector, and (v) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. Objecting **Settlement Class Members** must also make themselves available for deposition by **Class Counsel** or **Defendant's Counsel** in their state of residence, between the time the objection is filed and the date of the Fairness Hearing, and the objection must include the date, time and location where the objecting **Settlement Class Member** will be available for deposition.

2. Any **Settlement Class Member** who properly files and serves a written objection may appear at the Fairness Hearing, either in person or through a personal counsel hired at the **Settlement Class Member's** expense, to object to the fairness, reasonableness, or adequacy of the **Agreement** or the proposed settlement, or to the award of **Attorneys' Fees**. **Settlement Class Members**, or their attorneys, intending to make an appearance at the Fairness Hearing; must deliver to **Class Counsel** and **Defendant's Counsel**, and have file-marked by the Court, no later than twenty (20) days before the Fairness Hearing or as the Court otherwise may direct, a Notice of Intention to Appear. The Notice of Intention to Appear must: (i) state how much time the **Settlement Class Member** and/or their attorney anticipates needing to present the objection; (ii) identify, by name, address, telephone number and detailed summary of testimony, all witnesses the **Settlement Class Member** and/or their attorney intends to present any testimony from; and (iii) identify all exhibits the **Settlement Class Member** and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

3. Any **Settlement Class Member** and/or their attorney who fails to comply with the provisions of the preceding subsections shall waive and forfeit any and all rights he or she

may have to appear separately and/or object, and shall be bound by all the terms of the **Agreement**.

4. The provisions of Section F of this **Agreement** are not intended to apply to any Appropriate Federal and State Officials, as that term is defined in 28 USC 1715. Those appropriate Federal and State Officials shall file any objection or comment concerning the settlement in the format and at the time the Court shall order at the time it makes its preliminary fairness determination. **GM** shall be responsible for giving any notice to Appropriate Federal and State Officials which may be required under 28 USC 1715.

G. GENERAL PROVISIONS

1. The terms and provisions of the **Agreement** may only be amended, modified or expanded by written agreement of the Parties.

2. The **Agreement** will terminate at the sole option and discretion of the **Defendant** or Plaintiffs if: (i) the Court, or any appellate court(s), rejects, modifies or denies approval of any material portion of the **Agreement** or the proposed settlement, including, without limitation, the terms of relief, the findings of the Court, the provisions relating to notice, the definition of the **Settlement Class** and/or the scope or terms of the **Released Claims**; or (ii) the Court, or any appellate court(s), does not enter or affirm, or alters or expands, any material portion of the Final **Judgment**. The terminating party must exercise the option to withdraw from and terminate the **Agreement**, in writing, no later than fifteen (15) business days after receiving notice of the event prompting the termination

3. The **Defendant** may elect to terminate the **Agreement** if it is required to pay any amount or take any action not agreed upon herein by the Parties, or if more than 50,000 **Settlement Class Members** opt out of the **Settlement Class**.

4. If the **Agreement** is terminated, then the **Agreement** shall be null and void and

shall have no force or effect, and no party to the **Agreement** shall be bound by any of its terms, and:

- a. The **Agreement**, all of its provisions, and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the **Defendant**, Plaintiffs or any other **Settlement Class Member**, all of whom shall be restored to their respective positions existing immediately before the execution of the **Agreement**;
- b. **Defendant** reserves all defenses, arguments and motions as to all claims that have been or might later be asserted in the **Action**, including (without limitation) any argument that the **Action** may not be litigated as a class action;
- c. Plaintiffs reserve all motions as to, and arguments in support of, all claims that have been or might later be asserted in the **Action**;
- d. Neither the **Agreement**, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever, and the settlement negotiations shall remain confidential; and
- e. Any order or **Judgment** entered as a result of the **Agreement** will be deemed vacated and will be without force or effect, and shall be inadmissible into evidence for any purpose whatsoever.

5. The **Agreement** shall be governed by and interpreted according to the law of the State of Michigan.

6. If any disputes arise regarding the implementation or interpretation of this **Agreement**, the parties will submit the dispute to the United States District Court, Western

District of Washington. To that end, the Parties will ask the court to exercise continuing jurisdiction over the settlement until all disputes, if any, are concluded.

7. Whenever the **Agreement** requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by facsimile and/or next-day (excluding Sunday) express delivery service as follows:

If to **Defendant**, then to:

Jacqueline Jauregui
Amand Mines
Sedgwick, Detert, Moran & Arnold
801 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
Fax: (213) 426-6921

If to **Plaintiffs**, then to:

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111
Fax: (415) 433-7311

8. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of the **Agreement**.

9. All Parties agree that the **Agreement** is clear and unambiguous and was drafted by counsel for the Parties at arm's length, and that no parol or other evidence may be offered to explain, construe, contradict or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which the **Agreement** was made or executed.

10. This **Agreement** and Exhibits hereto constitute the entire agreement among the Parties. No representations, warranties or inducements have been made to any party concerning the settlement, **Agreement** or exhibits thereto other than are contained in the **Agreement** and

exhibits.

11. In no event shall the **Agreement**, any of its provisions or any negotiations, statements, or court proceedings relating hereto in any way be construed as, offered as, received as, or used as an admission of liability in any judicial, administrative, regulatory, arbitration or other proceeding. Further, this **Agreement** shall not be offered or admitted into evidence in any proceeding, except the proceeding to seek Court approval of this settlement or in a proceeding to enforce the terms of the settlement.

12. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of the **Agreement** in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of the **Agreement**.


13. The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of the **Agreement** and to use their best efforts to effect the prompt consummation of the **Agreement** and the proposed settlement.

14. Each person executing this **Agreement** warrants that he or she has the authority to do so.

15. The **Agreement** may be signed in counterparts, each of which shall constitute a duplicate original. Signatures can be obtained and exchanged by fax or e-mail.

APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

By:


Kevin Zwicker

Date:

2/19/08

By:

Teresa Palmer

Date:

By:

Roy Falk

Date:

FROM :PALMER

FAX NO. :3603877285

Feb. 20 2008 10:51AM P1

exhibits.

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APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

By: _____

Date: _____

Kevin Zwicker

By: Teresa Palmer

Teresa Palmer

Date: 2/20/2008

By: _____

Date: _____

Roy Falk

exhibits.

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APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

By: _____
Kevin Zwicker

Date:

By: _____
Teresa Palmer


Date:

By: 
Roy Falk

Date: 02/18/08

02/20/2008 20:56 FAX

001/001

By:  Date: 2-20-08
Lee Kratzer
By: _____ Date: _____
Barbara McRae
By: _____ Date: _____
Robert W. Christensen
By: _____ Date: _____
Terry M. Kelly
By: _____ Date: _____
Peggy Kelly

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: _____ Date: _____
Authorized Representative of
General Motors Corporation

02/27/2008 00:00 0000004213

MUR FURNITURE

PAGE 02/02

By: Lee Kratzer

Date:

By: Barbara McRae
Barbara McRae

Date: 2/19/08

By: Robert W. Christensen

Date:

By: Terry M. Kelly

Date:

By: Peggy Kelly

Date:

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS
CORPORATION

By: Authorized Representative of
General Motors Corporation

Date:

FEB-19-2008 08:47 FROM:VISTA NORTHWEST

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TO:12066822992

P.1

By: _____ Date:
Lee Kratzer

By: _____ Date:
Barbara McRae

By:  _____ Date: 2/19/08
Robert W. Christensen

By: _____ Date:
Terry M. Kelly

By: _____ Date:
Peggy Kelly

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: _____ Date:
Authorized Representative of
General Motors Corporation

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SALEM ELECTRIC-MEMBER SVC

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By: _____
Lee Kratzer

Date:

By: _____
Barbara McRae

Date:

By: _____
Robert W. Christensen

Date:

By: _____
Terry McKelly

Date: FEB 19, 2008

By: _____
Peggy Kelly

Date: 2 19 2008

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: _____
Authorized Representative of
General Motors Corporation

Date:

By: _____ Date:
Lee Kratzer

By: _____ Date:
Barbara McRae

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Robert W. Christensen

By: _____ Date:
Terry M. Kelly

By: _____ Date:
Peggy Kelly

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: 
Authorized Representative of
General Motors Corporation

Date: 2-25-08

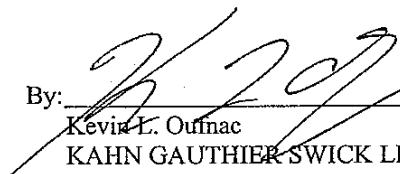
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Attorneys for Plaintiffs

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Attorneys for Plaintiffs

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ARNOLD, LLP

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By: _____ 2-26-2008
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Micki S. Singer, SBN #148699
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By: _____
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Gary E. Mason
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1225 19th Street Northwest
Washington, DC 20036

Attorneys for Plaintiffs

— EXHIBIT A —



Service Bulletin

File In Section: Special Coverage
Bulletin No.: 07187
Date: September 2007



SPECIAL COVERAGE

**SUBJECT: SPECIAL COVERAGE ADJUSTMENT – INSTRUMENT PANEL CLUSTER
GAUGE NEEDLE FUNCTION**

**MODELS: 2003-2004 CADILLAC ESCALADE, ESCALADE ESV, ESCALADE EXT
2003-2004 CHEVROLET AVALANCHE, SILVERADO, SUBURBAN, TAHOE
2003-2004 GMC SIERRA, YUKON, YUKON XL**

**DUE TO PART AVAILABILITY, THIS SPECIAL COVERAGE IS BEING ADMINISTERED IN
PHASES. YOU WILL BE NOTIFIED AS EACH ADDITIONAL PHASE IS RELEASED.**

**CUSTOMERS ARE BEING INSTRUCTED TO CONTACT THE DEALERSHIP TO ARRANGE
AN APPOINTMENT IF THEY BELIEVE THEIR VEHICLE HAS THIS CONDITION. THE
CUSTOMER IS BEING ASKED TO PROVIDE THE VIN SO THE IPC CAN BE ORDERED IN
ADVANCE OF THE SCHEDULED APPOINTMENT. THIS WILL ELIMINATE THE NEED TO
KEEP THE VEHICLE OVERNIGHT.**

CONDITION

Some customers of 2003-2004 model year Cadillac Escalade, Escalade ESV, and Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, and Tahoe; and GMC Sierra, Yukon, and Yukon XL vehicles have reported that one or more of the instrument panel (IP) cluster gauges stick, flutter, or become inoperative. This may cause inaccurate readings, including the speedometer and fuel gauge.

SPECIAL COVERAGE ADJUSTMENT

This special coverage covers the condition described above for a period of 7 years or 70,000 miles (110,000 km), whichever occurs first, from the date the vehicle was originally placed in service, regardless of ownership.

Dealers are to replace the instrument panel cluster after the condition has been verified. The repairs will be made at no charge to the customer. Returned IP clusters will be inspected upon return and replacement of IP clusters that do not exhibit the condition will not be covered.

For vehicles covered by Vehicle Service Contracts, all eligible claims with repair orders on or after September 28, 2007 are covered by this special coverage and must be submitted using the labor operation codes provided with this bulletin. Claims with repair orders prior to September 28, 2007, must be submitted to the Service Contract provider.

VEHICLES INVOLVED

Involved are **certain** 2003-2004 model year Cadillac Escalade, Escalade ESV, and Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, and Tahoe; and GMC Sierra, Yukon, and Yukon XL vehicles built within the following VIN breakpoints:

YEAR	DIVISION	MODEL	FROM	THROUGH
2003	Cadillac	Escalade	3R100001	3R320163
2004	Cadillac	Escalade	4R100006	4R323240
2003	Cadillac	Escalade ESV	3G117982	3G348029
2004	Cadillac	Escalade ESV	4G100001	4G343605
2003	Cadillac	Escalade EXT	3G100002	3G343890
2004	Cadillac	Escalade EXT	4G100005	4G343604
2003	Chevrolet	Avalanche	3G100001	3G347428
2004	Chevrolet	Avalanche	4G100011	4G344788
2003	Chevrolet	Silverado	31100001	31412794
2003	Chevrolet	Silverado	3E100001	3E381150
2003	Chevrolet	Silverado	3F100001	3F259060
2003	Chevrolet	Silverado	3M100001	3M112290
2003	Chevrolet	Silverado	3Z100001	3Z361857
2004	Chevrolet	Silverado	41100005	41435572
2004	Chevrolet	Silverado	4E100001	4E403760
2004	Chevrolet	Silverado	4F100001	4F269046
2004	Chevrolet	Silverado	4M100006	4M112271
2004	Chevrolet	Silverado	4Z100002	4Z353683
2003	Chevrolet	Suburban	3G100007	3G348254
2003	Chevrolet	Suburban	3J100007	3J346322
2003	Chevrolet	Suburban	3R100004	3R319989
2004	Chevrolet	Suburban	4G100010	4G344801
2004	Chevrolet	Suburban	4J100031	4J333376
2004	Chevrolet	Suburban	4R100001	4R323241
2003	Chevrolet	Tahoe	3J100001	3J346326
2003	Chevrolet	Tahoe	3R100014	3R320162
2004	Chevrolet	Tahoe	4J100005	4J333379
2004	Chevrolet	Tahoe	4R100003	4R323252
2003	GMC	Sierra	31100002	31412793
2003	GMC	Sierra	3E100003	3E381153
2003	GMC	Sierra	3F100008	3F259040
2003	GMC	Sierra	3Z100004	3Z900320
2004	GMC	Sierra	41100001	41435571
2004	GMC	Sierra	4E100002	4E403758
2004	GMC	Sierra	4F100005	4F269047
2004	GMC	Sierra	4Z100001	4Z900747
2003	GMC	Yukon	3J100003	3J346327
2003	GMC	Yukon	3R100006	3R320129
2004	GMC	Yukon	4J100002	4J333371
2004	GMC	Yukon	4R100002	4R323250
2003	GMC	Yukon XL	3G100020	3G348252
2003	GMC	Yukon XL	3J100006	3J346324
2003	GMC	Yukon XL	3R100002	3R320042

VEHICLES INVOLVED, Cont'd.

YEAR	DIVISION	MODEL	FROM	THROUGH
2004	GMC	Yukon XL	4G100023	4G340744
2004	GMC	Yukon XL	4J100001	4J333378
2004	GMC	Yukon XL	4R100004	4R323210

PARTS INFORMATION – U.S. and Canadian Dealers Only

Instrument panel clusters (IPC) required to complete this special coverage are to be obtained from the Electronic Service Centers. Refer to GM Service Policies and Procedures Manual, section 1.5.9, for specific procedures. To eliminate keeping the customer's vehicle overnight, customers are being told to contact the dealership to arrange a service appointment and to supply their VIN. Dealers are to pre-order the IPC identifying the part from the Electronic Parts Catalog using the VIN filter so it will be at the dealership on the day of the scheduled appointment.

1. The customer will contact the dealership to arrange an appointment and provide their VIN.
2. Contact a GM Authorized Electronic Service Center to order an exchange and arrange for delivery of the pre-exchange product.
3. All units will be shipped FedEx Ground.
4. After removal of the defective unit, return the defective core to the Electronic Service Center using the supplied pre-paid Automatic Return shipping (ARS) label.
5. Failure to return the product within 30 days to the Electronic Service Center will result in a charge to the Dealer's Open Parts Account.

PARTS INFORMATION – Export Dealers Only

For Export Dealers Only: Order appropriate instrument panel cluster from General Motors Service and Parts Operation (GMSPO).

CUSTOMER NOTIFICATION

General Motors will notify customers of this special coverage on their vehicles (see copy of typical customer letter included with this bulletin - actual divisional letter may vary slightly).

SERVICE PROCEDURE

Important: Dealers will be debited for IPCs returned for reasons other than cluster gauges sticking, fluttering, or inoperative.

1. Perform a gauge sweep test to determine/verify that an IPC gauge is sticking, stuck, or inoperative. Using the Tech 2, navigate to the following screens to perform the gauge sweep test: Body -> Instrument Panel Cluster -> Special Functions -> IPC Gauges -> Display(s) Test.
 - If one or more of the gauges are sticking, stuck, or inoperative. Replace the IPC. Refer to Step 2.
 - If the Tech 2 gauge sweep test indicates the gauges function as designed. Refer to SI diagnostics. Further diagnosis or repair for conditions other than the condition described above is not covered under this special coverage program. You may submit a claim for 0.1 labor hours for inspecting the IPC. Refer to the Claim Information section.

Important: If the IPC is to be replaced, record the vehicle odometer and engine hour (where applicable) value from the original IPC.

2. Remove the instrument panel cluster. Refer to the appropriate vehicle IPC removal and installation procedure in SI.
3. Install the new instrument panel cluster. Refer to the appropriate vehicle IPC removal and installation procedure in SI.

Tech 2 Legacy Pass-Thru or J2534 Pass-Thru Programming Method for the IPC

Important: If Tech 2 Legacy Pass-Thru programming fails, call Techline Customer Support Center (TCSC) at 1-800-828-6860 (English) or 1-800-503-3222 (French). A "Candi" module is necessary.

CALIBRATION INFORMATION

Do not attempt to order the calibration number from GMSP0. The calibration numbers required for this service procedure are programmed into control modules via a Techline Tech 2® scan tool and TIS 2 Web with the calibration update. Use **TIS2Web version 8.5 for 2007** (available on 08/20/07). If you cannot access the calibration, call the Techline Customer Support Center at 1-800-828-6860 (English) or 1-800-503-3222 (French) and it will be provided.

Notice: Before reprogramming, please check the battery condition to prevent a reprogramming error of any of the modules due to battery discharge. Battery voltage must be between 12 and 16 volts during reprogramming. If the vehicle battery is not fully charged, use approved Midtronics PCS charger, a fully charged 12V jumper, or booster pack disconnected from the AC voltage supply. Be sure to turn off or disable any system that may put a load on the battery, such as automatic headlamps, daytime running lights, interior lights, heating, ventilation, and air conditioning (HVAC) system, radio, engine cooling fan, etc. A programming failure or control module damage may occur if battery voltage guidelines are not observed.

The ignition switch must be in the proper position. The Service Programming System (SPS) application prompts you to turn ON the ignition, with the engine OFF. DO NOT change the position of the ignition switch during the programming procedure, unless instructed to do so.

Make certain all tool connections are secure, including the following components and circuits:

- The RS-232 communication cable port
- The connection at the data link connector (DLC)
- The voltage supply circuits

DO NOT disturb the tool harnesses while programming. If an interruption occurs during the programming procedure, programming failure or control module damage may occur.

DO NOT turn OFF the ignition if the programming procedure is interrupted or unsuccessful. Ensure that all control module and DLC connections are secure and the TIS terminal operating software is up to date.

1. Verify that there is a battery charge of 12 to 16 volts. The battery must be able to maintain a charge during programming. Only use approved Midtronics PCS charger, a fully charged 12V jumper, or booster pack disconnected from the AC voltage supply to maintain proper battery voltage during programming.

Important: Two programming events are required after installing the IPC. First select **IPC Instrument Panel Cluster** from the *Supported Controllers* screen to perform the first calibration. After completing the first programming event, perform the second programming event. Select **IPC/IPC Setup** from the *Supported Controllers* screen. The odometer mileage and engine hour information (where applicable) is required to perform the second calibration. Follow TIS2WEB instructions. For information about odometer mileage and engine hour setup, please refer to Technical Service Bulletin 07-08-49-015.

2. Reprogram the instrument panel cluster (IPC). Refer to SI and Service Programming System (SPS) documentation for IPC programming instructions, if required.

CLAIM INFORMATION

For vehicles repaired under the terms of this special coverage, submit a claim with the information indicated below:

REPAIR PERFORMED	PART COUNT	PART NUMBER	PARTS ALLOW	CC-FC	LABOR OP	LABOR HOURS	NET ITEM
Perform Tech 2 Gauge Sweep Test	N/A	N/A	N/A	MK-95	T5685	0.1	N/A
Replace & Reprogram IPC (inc. Gauge Sweep Test)	N/A	N/A	N/A	MK-95	T5686	0.9*	\$20.00
Replace IP Cluster Gauge – Mobile Service Provided at Dealership – Canada Only	N/A	N/A	N/A	MK-95	T5687	0.3**	N/A
Customer Reimbursement (Canadian & Export Dealers/US CAC)	N/A	N/A	N/A	MK-95	T5688	0.2	***

* Labor time includes 0.2 hours administrative allowance.

** Labor includes 0.2 hours administrative allowance and 0.1 hours for the gauge sweep test.

*** The amount identified in the "Net Item" column should represent the customer reimbursement amount.

CUSTOMER REIMBURSEMENT - For US

All customer requests for reimbursement for previous repairs for the special coverage condition will be handled by the Customer Assistance Center, not by dealers.

A General Motors Customer Reimbursement Procedure and Claim Form is included with the customer letter.

IMPORTANT: Refer to the GM Service Policies and Procedures Manual, section 6.1.12, for specific procedures regarding customer reimbursement and the form.

CUSTOMER REIMBURSEMENT - For Canada and Export

Customer requests for reimbursement of previously paid repairs to correct the condition described in this bulletin are to be submitted to the dealer within one year. Repairs must have occurred within the 7 years of the date the vehicle was originally placed in service, or 110,000 kilometers, whichever occurs first.

When a customer requests reimbursement, they must provide the following:

- Proof of ownership at time of repair.
- Original paid receipt confirming the amount of unreimbursed repair expense(s) (including Service Contract deductibles), a description of the repair, and the person or entity performing the repair.

If the work was done by someone other than a GM dealership, the amount of reimbursement will be limited to the amount that the repair would have cost GM to have it completed by a GM dealership.



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September 2007

Bulletin No.: 07187

Dear General Motors Customer:

As the owner of a 2003 or 2004 model year Cadillac Escalade, Escalade ESV or Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, or Tahoe; or GMC Sierra, Yukon, or Yukon XL vehicle, your satisfaction with our product is very important to us.

This letter is intended to make you aware that some of these vehicles could develop a condition where one or more of the instrument panel gauge needles may stick, flutter, or become inoperative. This may cause inaccurate readings, including the speedometer and the fuel gauge.

Do not take your vehicle to your GM dealer as a result of this letter unless you believe that your vehicle has this condition.

What We Have Done: General Motors is providing owners with a special coverage that extends the warranty on the instrument panel cluster for the condition described above. If this condition occurs on your 2003 or 2004 model year Cadillac Escalade, Escalade ESV, or Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, or Tahoe; GMC Sierra, Yukon, or Yukon XL within 7 years of the date your vehicle was originally placed in service or 70,000 miles, whichever occurs first, the condition will be repaired for you at no charge.

What You Should Do: Repairs and adjustments qualifying under this special coverage must be performed by a General Motors dealer. If you believe your vehicle has this condition, contact your GM dealer to schedule an appointment at a time that is convenient for you. Your dealer will inspect the vehicle and if the condition is found, your dealer will replace the instrument panel cluster. When calling your dealer, please have your 17-character vehicle identification number (VIN) handy so your dealer can ensure that the cluster will be available on your appointment date. Keep this letter with your other important glove box literature for future reference.

Reimbursement: The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special coverage condition.

If you have any questions or need any assistance, just contact your dealer or the appropriate Customer Assistance Center at the number listed below. The Customer Assistance Center's hours of operation are from 8:00 AM to 11:00 PM, EST, Monday through Friday.

Division	Number	Text Telephones (TTY)
Cadillac	1-866-982-2339	1-800-833-2622
Chevrolet	1-800-630-2438	1-800-833-2438
GMC	1-866-996-9463	1-800-462-8583
Guam	1-671-648-8650	
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	
Virgin Islands	1-800-496-9994	

We are sorry for any inconvenience you may experience; however we have taken this action in the interest of your continued satisfaction with our products.

General Motors Corporation

Enclosure
07187

07187

CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

Requests for reimbursement may include parts, labor, fees and taxes. Reimbursement may be limited to the amount the repair would have cost if completed by an authorized dealer.

Your claim will be acted upon within 60 days of receipt.

If your claim is:

- Approved, you will receive a check,
- Denied, you will receive a letter with the reason(s) for the denial, or
- Incomplete, you will receive a letter identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the <VINDivisionName> Customer Assistance Center at <DivCACPhone>.

CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant

Date Claim Submitted: _____

17-Digit Vehicle Identification Number (VIN): _____

Mileage at Time of Repair: _____ Date of Repair: _____

Claimant Name (please print): _____

Street Address or PO Box Number: _____

City: _____ State: _____ ZIP Code: _____

Daytime Telephone Number (include Area Code): _____

Evening Telephone Number (include Area Code): _____

Amount of Reimbursement Requested: \$ _____

The following documentation must accompany this claim form.

Original or clear copy of all receipts, invoices, and/or repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What problem occurred, what repair was done, when it was done, and who did it.
- The total cost of the repair expense that is being claimed.
- Payment for the repair in question and the date of payment.
(copy of front and back of cancelled check, or copy of credit card receipt)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.

Claimant's Signature: _____

Please mail this claim form and the required documents to:

Reimbursement Department
P.O. Box 33170
Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number:
1-800-204-0261

— **EXHIBIT B** —

I. THE PARTIES

This Tolling Agreement is entered into this _____ day of February, 2008 by:

A. Counsel, including Michael F. Ram and Karl Olson of Levy, Ram & Olson, Kim D. Stephens and Beth E. Terrell of Tousley Brain Stephens PLLC, Gary E. Mason of the Mason Law Firm, LLP, and Kevin L. Oufnac of Kahn Gauthier Swick LLC (collectively, "Counsel"); and

B. General Motors Corporation ("Defendant").

Throughout this Tolling Agreement, Counsel and Defendant will be jointly referred to as "The Parties."

II. BACKGROUND

A. WHEREAS, Counsel represent the Plaintiffs in the following putative class actions against Defendant:

Kevin Zwicker and Teresa K. Palmer et al. v. General Motors Corporation,
Case No. C07-0291-JCC (W.D. Wash.);

Roy Falk, Lee Kratzer and Barbara McRae et al. v. General Motors Corporation
Case No. C07-1731-WHA (N.D. Cal.); and

Robert W. Christensen, Terry M. Kelly and Peggy Kelly et al. v. General Motors Corporation, Case No. CV07-0512-HA (D. Or.).

The three individual cases are sometimes collectively referred to as "the Actions."

B. WHEREAS, Plaintiffs allege in the Actions that Defendant manufactured and sold vehicles with a defective part that resulted in premature speedometer failures.

C. WHEREAS, Plaintiffs seek relief in the Actions on behalf of the following putative classes:

Putative class alleged in *Zwicker*:

All persons in the State of Washington who purchased or leased a GM light pick-up truck or a GM Sports Utility Vehicle of any type for the model years 2003-2007.

Putative class alleged in *Falk*:

All persons in the State of California who purchased or leased a GM light pick-up truck or a GM sport utility vehicle of any type for the model years 2003-2007.

Putative class alleged in *Christensen*:

All persons in the State of Oregon who purchased or leased a GM light pick-up or Sports Utility Vehicle of any type for model years 2003-2007.

D. WHEREAS, the wording “GM light pickup truck or a GM Sports Utility Vehicle of any type” used in defining the putative state-wide classes alleged in the Actions describes makes and models of GM vehicles designated as the GMT800 line of vehicles and the GMT360 line of vehicles.

E. WHEREAS, the Parties have agreed to settle Plaintiffs’ claims asserted in the Actions only with respect to a proposed nationwide class consisting of owners and lessees of the GMT800 Platform line of vehicles. The proposed settlement class is defined as follows:

All current United States owners and lessees of Model Year 2003-2005 General Motors GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included in the GMT 800 Platform, and owned by the Settlement Class are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. Excluded is any person, firm, corporation, trust or other entity related to or affiliated with Defendant General Motors or any person who has or had an action for personal injury or death against General Motors as a result of an allegedly defective instrument cluster, speedometer, or stepper motor in any of the subject vehicles.

F. WHEREAS, the Parties wish to settle claims of owners and lessees of vehicles included in the GMT800 Platform line of vehicles as described in paragraph D above (the “Settling Class”), but have not agreed on any settlement for owners and lessees of the GMT360 vehicles. The Parties have agreed to toll the claims alleged in the Actions as to putative class members in the Actions who are residents of the states of Washington, Oregon or California, and are the owners and lessees of GMT360 vehicles (the “Non-Settling GMT360 Putative Class”).

G. WHEREAS, the Parties intend that all time periods applicable to the claims asserted in the Actions shall be tolled for the Non-Settling GMT360 Putative Class, whose claims are not being settled and will therefore be dismissed without prejudice from the Actions.

NOW, THEREFORE, in consideration of the dismissal of the Actions and mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

III. TOLLING AGREEMENT

1. Any and all statutes of limitation, contractual time limits, statutes of repose, and any and all other time limitations applicable to the claims (collectively, "SOL") asserted in the Actions and that would otherwise apply to the Non-Settling GMT360 Owner Putative Class shall be tolled for sixty (60) days, beginning on the date the court enters a dismissal of the *Falk* and *Christensen* cases (Tolling Period). The Parties contemplate Plaintiffs will simultaneously file dismissals in both *Falk* and *Christensen*, at the time the Second Amended Complaint is filed in the *Zwicker* action as contemplated in paragraph A-6 of the Settlement Agreement. The Tolling Period shall end sixty (60) days after the court enters a dismissal of the *Falk* and *Christensen* cases. The Tolling Period shall be excluded from all computations of any applicable SOL;

2. During the Tolling Period, the Non-Settling GMT360 Owner Putative Class reserves all claims or defenses asserted against Defendant in the Actions.

3. This Tolling Agreement does not apply to any claims, other than the claims asserted in the Actions, and does not revive any claim or any portion thereof for which the statute of limitations, period of laches or contractual deadline for filing a claim expired before the filing of the Actions. This Tolling Agreement applies only to members of the putative classes alleged in the Actions. This Tolling Agreement does not constitute a waiver of any defense that the applicable limitations period (set by statute, laches or estoppel) to file a claim has already expired before the Tolling Period or before filing of the Actions.

4. The Parties recognize and understand that execution of this Tolling Agreement is not, and shall not be deemed to constitute evidence of, or an admission of liability for any claim or cause of action. This Tolling Agreement shall not be submitted as evidence in any action, except to establish the fact of this Tolling Agreement as it may pertain to or involve the assertion of a statute of limitations defense.

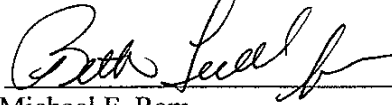
5. This Tolling Agreement may only be modified in writing signed by the Parties. This Tolling Agreement constitutes the entire understanding between the Parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings, whether written or oral, between the Parties hereto pertaining to the subject matter hereof.

6. This Tolling Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute the whole; and

7. The undersigned represent and warrant that they have the full legal power, capacity, and authority to enter into and execute this Tolling Agreement and bind the parties for whom they are acting to the terms and conditions of this Tolling Agreement.

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*Attorneys for Defendant General Motors
Corporation*

— EXHIBIT C —

CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

If your vehicle had 70,000 miles or less at the time you paid to have this condition corrected, your request for reimbursement may include parts, labor, fees and taxes. If your vehicle had greater than 70,000 miles, but less than 80,000 miles at the time you paid to have this condition corrected, your request for reimbursement may include parts only. If your vehicle had 80,000 miles or more at the time you paid to have this condition corrected, you are not entitled to reimbursement.

Your claim will be acted upon within 60 days of receipt.

If your claim is:

- Approved, you will receive a check,
- Denied, you will receive a letter with the reason(s) for the denial, or
- Incomplete, you will receive a letter identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the <VINDivisionName> Customer Assistance Center at <DivCACPhone>.

CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant

Date Claim Submitted: _____

17-Digit Vehicle Identification Number (VIN): _____

Mileage at Time of Repair: _____ Date of Repair: _____

Claimant Name (please print): _____

Street Address or PO Box Number: _____

City: _____ State: _____ ZIP Code: _____

Daytime Telephone Number (include Area Code): _____

Evening Telephone Number (include Area Code): _____

Amount of Reimbursement Requested: \$ _____

The following documentation must accompany this claim form.

Original or clear copy of all receipts, invoices, and/or repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What problem occurred, what repair was done, when it was done, and who did it.
- The total cost of the repair expense that is being claimed.
- Payment for the repair in question and the date of payment.
(copy of front and back of cancelled check, or copy of credit card receipt)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.

Claimant's Signature: _____

Please mail this claim form and the required documents to:

Reimbursement Department
P.O. Box 33170
Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number:
1-800-204-0261

— EXHIBIT D —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS NOTICE IS BEING SENT TO YOU BECAUSE YOU MAY OWN OR LEASE A MODEL YEAR 2003-2005 CHEVROLET – AVALANCHE, SILVERADO, SUBURBAN, TAHOE; GMC – SIERRA, YUKON, YUKON XL; OR CADILLAC – ESCALADE, ESCALADE ESV, ESCALADE EXT, MANUFACTURED ON OR BEFORE DECEMBER 31, 2004.

THIS NOTICE MAY AFFECT YOUR RIGHTS SO PLEASE READ IT CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A CLASS ACTION AND, IF YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE PROPOSED SETTLEMENT.

1. WHO IS IN THE CLASS

The proposed Class consists of all current owners and lessees of model year 2003-2005 GMT800 Platform vehicles manufactured on or before December 31, 2004, who are residents of the United States. The makes and models included are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. (These vehicles are sometimes referred to as “the Vehicles”). Owners or lessors of model year 2005 GMT800 Platform vehicles manufactured after December 31, 2004, are not in the class. Excluded is any person, firm, corporation, trust or other entity related to or affiliated with Defendant General Motors and Defendant’s legal representatives, assigns and successors. Also excluded is any person who has or had an action for personal injury or death against General Motors as a result of an allegedly defective instrument cluster, speedometer, or stepper motor in any of the Vehicles, the judge to whom this case is assigned and any member of the judge’s immediate family.

2. CHOICES OF CLASS MEMBERS

If you are a Class Member, you have the following choices: (a) you may remain in the Class and be eligible to receive relief under the proposed settlement if it is approved by the court; (b) if you do not wish to remain in the Class, you may exclude yourself by sending a formal, written

request for exclusion; or (c) you may remain in the Class and file with the Court a written objection to the proposed settlement. If you choose to remain in the class, and if the court approves the settlement, you may be able to obtain a replacement of your vehicle's instrument panel cluster if you have a verified problem with your vehicle's speedometer within certain mileage limitations. You may also be entitled to reimbursement for sums you have paid for a prior instrument panel cluster replacement, under certain conditions, and if you complete and return the enclosed claim form.

3. DESCRIPTION OF THE LAWSUIT

In Multi District Litigation No. 1896 In Re: General Motors Corp. Speedometer Products Liability Litigation (the Action), Plaintiffs have filed a Second Amended Complaint seeking certification of a class of current owners and lessees of Model Year 2003-2005 GMT800 Platform vehicles manufactured on or before December 31, 2004, who are residents of the fifty United States. Plaintiffs allege that the Vehicles have instrument panel clusters which contain speedometers that do not last for the life of the Vehicles. As a result, plaintiffs contend, among other issues, the speedometers in the Vehicles may not register the accurate speed of the Vehicles, or may cease to function entirely. GM denies the Vehicles are defective or that it is responsible to provide instrument clusters, stepper motors, and/or speedometers that last the life of the Vehicles.

Plaintiffs, Class Counsel and GM have agreed to settle the Action pursuant to the provisions of a Settlement Agreement, and subject to court approval. GM expressly denies any wrongdoing alleged in the pleadings and neither admits nor concedes any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against it in the Action, or that Plaintiffs or any Settlement Class members have suffered damage or were harmed by the conduct alleged.

4. RELIEF AVAILABLE TO CLASS MEMBERS

Under the terms of the proposed settlement, Settlement Class Members will be entitled to various benefits, including:

4.A. SPECIAL COVERAGE CAMPAIGN: Beginning on September 28, 2007, GM began a Special Coverage Campaign to provide repairs and/or reimbursement to instrument panel clusters for current owners in the United States of certain model year 2003-2004 General Motors vehicles including Chevrolet – Avalanche, Silverado, Suburban, Tahoe; GMC – Sierra, Yukon, Yukon XL; or Cadillac – Escalade. Escalade ESV, Escalade EXT. Pursuant to the Special Coverage Campaign, GM has agreed to extend the warranty for the above-referenced owners' instrument panel clusters to 7 years/70,000 miles, whichever comes first, and to reimburse those current owners who previously paid for instrument panel cluster repairs on the Vehicles, subject to certain limitations as described in paragraph 4.D. below.

If you own a model year 2003-2004 General Motors vehicle including Chevrolet – Avalanche, Silverado, Suburban, Tahoe; GMC – Sierra, Yukon, Yukon XL; or Cadillac – Escalade. Escalade ESV, Escalade EXT, you may have already received a letter and a Reimbursement Claim Form from General Motors explaining your rights under the Special Coverage Campaign. If you own a model year 2003-2004 Chevrolet – Avalanche, Silverado, Suburban, Tahoe; GMC – Sierra, Yukon, Yukon XL; or Cadillac – Escalade. Escalade ESV, Escalade EXT, and you receive a letter and Reimbursement Claim Form from GM, you may proceed to obtain to relief and/or reimbursement under the Special Coverage Campaign if you qualify for such relief and/or reimbursement without waiting until final approval of the settlement as described in paragraph 6 below. If you have already submitted a Reimbursement Claim Form under the Special Coverage Campaign, GM will process that claim form pursuant to the terms of the Special Coverage Campaign. The proposed settlement, if approved, may provide you with relief in addition to the Special Coverage Campaign, as outlined below. A

sample of the Owner Letter describing the Special Coverage Campaign is attached as Exhibit One to this Notice.

4.B. EXTENSION OF SPECIAL COVERAGE CAMPAIGN: Upon final approval of the settlement, GM will extend the Special Coverage Campaign to all model year 2005 GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. If you are the current owner of one of the above-referenced model year 2005 vehicles manufactured before December 31, 2004, you will only be entitled to relief upon final approval of the proposed settlement.

4.C. REPLACEMENT INSTRUMENT CLUSTER PART TO BE PROVIDED FOR VEHICLES BETWEEN 70,000 AND 80,000 MILES AT NO COST: Upon the final approval of the settlement, GM will provide a replacement instrument panel cluster for the Vehicles at no cost in the event any current owner or lessee has a Vehicle which experiences a verified speedometer failure between 70,000 and 80,000 miles. Under this term, GM will provide the instrument cluster part only and will not pay for any additional costs in connection with such cluster replacement, including diagnosis or labor.

4.D. REIMBURSEMENT: As part of the Special Coverage Campaign, GM has agreed to reimburse current owners and lessees of the Vehicles who paid for an instrument panel cluster to be replaced in his/her Vehicle when the mileage on the Vehicle was between 36,000-70,000 miles. That benefit currently only applies to current owners of model year 2003 and 2004 Vehicles. Upon final approval of the proposed settlement, GM will also reimburse current owners and lessees of the Vehicles, for instrument panel cluster cost only, if those owners and lessees paid for an instrument cluster to be replaced in his/her Vehicle when the mileage on the Vehicle was between 70,000-80,000 miles and if they submit a completed Reimbursement Claim

Form. Such reimbursement shall be processed according to the procedures, terms and conditions outlined in the attached Customer Reimbursement Procedure and Customer Reimbursement Claim Form attached as Exhibit Two to this Notice.

In order to be entitled to relief under the proposed settlement, you must remain a member of the class and the court must approve the settlement. If the court approves the settlement and you are entitled to reimbursement for an instrument panel cluster repair under the terms of the Agreement, you must seek an instrument panel cluster replacement according to the terms of the Special Coverage Campaign and/or complete and return the enclosed Reimbursement Claim Form and remain a member of the class to obtain such benefits.

5. DISMISSAL AND RELEASE OF CLAIMS

If the proposed Settlement Agreement is approved by the Court, all claims asserted in this Action will be dismissed with prejudice. None of those claims may thereafter be asserted by anyone who remains in the Class. If the Court does not approve the proposed settlement, the Settlement Agreement will terminate and shall be null and void, and this Action will remain before the Court.

6. HOW WILL I KNOW IF THE SETTLEMENT HAS BEEN APPROVED?

The Court will scheduled a hearing date to consider final approval of the settlement. On or after the hearing date, the Court will issue an order either granting or denying final approval of the settlement. If the Court grants final approval, and if no appeal or post-judgment motion is filed within thirty-five (35) days after entry of judgment on that order, the settlement will become final and the further benefits described in this notice, which are in addition to the Special Coverage Program, will become available. In the event the Court denies final approval, the further benefits will not become available. In the event the Court grants final approval, but an appeal is filed, the additional benefits will be postponed, and may ultimately not become available, depending upon how the appeal is decided.

If you remain in the Class and wish to know the status of final approval and the availability

of benefits (in addition to the special coverage described in paragraph 4.A), you may visit www._____.com to see information about the status of final approval or download another copy of the claim form attached to this notice, or you may call 1-800-XXX-XXXX to listen to a recorded message about the status of final approval.

7. EXCLUSION FROM THE CLASS

To request exclusion, you must send a written request for exclusion to Class Counsel and GM's Counsel:

CLASS COUNSEL:

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111

Kim D. Stephens
Beth E. Terrell
1700 Seventh Avenue, Suite 2200
Seattle, Washington 98101-4416

GM'S COUNSEL:

Jacqueline Jauregui
Amand Mines
Sedgwick, Detert, Moran & Arnold
801 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
Phone: (213) 426-6900
Fax: (213) 426-6921

You must include in your request for exclusion (i) your name, address, and telephone number, (ii) a statement that you want to be excluded from the Class, (iii) the name of the Action appearing in this Notice, and (iv) your signature. If you exclude yourself from the Class, you will not be eligible for any settlement relief or be permitted to participate in the proposed settlement. Your written request for exclusion must be postmarked no later than _____, 2008 (twenty days before the date of the fairness hearing at which the court will consider final approval of the

settlement) or you will lose your right to request exclusion and you will be bound by the settlement and by all orders and judgments in this Action even if you have pending or subsequently initiate litigation against GM relating to any of the claims released in the Action.

8. FAIRNESS HEARING, DATE AND LOCATION

The Court will hold a Fairness Hearing to consider whether to approve the proposed Settlement Agreement and to determine the amount of attorneys' fees to award to Class counsel. The fairness hearing will take place on _____, 2008 at _____, or as soon thereafter as may be heard on the 16th floor of the United States District Court, Western District of Washington, 700 Stewart Street, Seattle, Washington, before the Honorable John C. Coughnour.

9. YOUR RIGHT TO OBJECT AND APPEAR

If you do not exclude yourself from the settlement, you may file a written objection to the proposed settlement. Your written objection must be verified by sworn affidavit and include: (i) the objector's name, address and telephone number; (ii) the name of the Action and the case number, (iii) a statement of each objection; and (iv) a written statement detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). If the objection is presented through an attorney, the written objection must also include: (i) the identity and number of Class Members represented by objector's counsel; (ii) the number of such represented Class Members who have opted out of the settlement; (iii) the number of such represented Class Members who have remained in the settlement and have not objected; (iv) the date the objector's counsel assumed representation for the objector, and (v) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. Objecting Class Members who intend to testify in support of their objection either in person or by affidavit must also make themselves available for deposition by Plaintiffs' counsel or Defendants' counsel in their county of residence, between the time the objection is filed and at least ten (10) days before the date

of the Fairness Hearing, and the objection must include the date when the objecting Class Member will so present for deposition. You must file your written objection with the Clerk of the Court and send copies to Class Counsel and Defendants' counsel postmarked no later than _____, 2008 (twenty (20) days before the date of the Fairness Hearing) at the following addresses:

U.S. District Court
Seattle Clerk's Office
U.S. Courthouse
700 Stewart Street, Lobby Level
Seattle, Washington 98101

COUNSEL FOR PLAINTIFFS

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111

COUNSEL FOR DEFENDANT

Jacqueline M. Jauregui
Amand K. Mines
801 South Figueroa Street, 18th Floor
Los Angeles, CA 90017-5556

As a Class Member, if you file and serve a written objection as described above, you may appear at the Fairness Hearing, either in person or through an attorney paid by you, to object to the proposed settlement. If you or your attorney intend to appear, you must file a Notice of Intention to Appear with the Clerk of the Court that includes (i) how much time you or your lawyer anticipates will be required to present the objection; (ii) the name, address and telephone number of all witnesses who will testify and a detailed summary of such testimony; (iii) identification of all exhibits to be offered in support of your objection and attach complete copies of all such exhibits. Notices of Intention to Appear must be filed with the Court and delivered to Class Counsel and Defendants' Counsel no later than twenty (20) days before the date of the Fairness Hearing in order

to be allowed to appear at the Fairness Hearing.

10. ATTORNEYS' FEES

At the Fairness Hearing, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed \$2,300,000, and costs, not to exceed \$72,000. The amount of attorneys' fees awarded will be paid by GM and will not effect the relief available to Class Members.

11. ADDITIONAL INFORMATION

This Notice is only a summary of the proposed settlement. The full proposed Settlement Agreement, along with the pleadings and other papers, are on file with the Clerk of the Court, and you may inspect it at the U.S. District Court, Seattle Clerk's Office, U.S. Courthouse, 700 Stewart Street, Lobby Level, Seattle, Washington 98101 during normal business hours, or obtain a copy from Class Counsel by written request to Class Counsel at the above address.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Dear General Motors Customer:

As the owner of a 2003 or 2004 model year Cadillac Escalade, Escalade ESV or Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, or Tahoe; or GMC Sierra, Yukon, or Yukon XL vehicle, your satisfaction with our product is very important to us.

This letter is intended to make you aware that some of these vehicles could develop a condition where one or more of the instrument panel gauge needles may stick, flutter, or become inoperative. This may cause inaccurate readings, including the speedometer and the fuel gauge.

Do not take your vehicle to your GM dealer as a result of this letter unless you believe that your vehicle has this condition.

What We Have Done: General Motors is providing owners with a special coverage that extends the warranty on the instrument panel cluster for the condition described above. If this condition occurs on your 2003 or 2004 model year Cadillac Escalade, Escalade ESV, or Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, or Tahoe; GMC Sierra, Yukon, or Yukon XL within 7 years of the date your vehicle was originally placed in service or 70,000 miles, whichever occurs first, the condition will be repaired for you at no charge.

What You Should Do: Repairs and adjustments qualifying under this special coverage must be performed by a General Motors dealer. If you believe your vehicle has this condition, contact your GM dealer to schedule an appointment at a time that is convenient for you. Your dealer will inspect the vehicle and if the condition is found, your dealer will replace the instrument panel cluster. When calling your dealer, please have your 17-character vehicle identification number (VIN) handy so your dealer can ensure that the cluster will be available on your appointment date. Keep this letter with your other important glove box literature for future reference.

Reimbursement: The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special coverage condition.

If you have any questions or need any assistance, just contact your dealer or the appropriate Customer Assistance Center at the number listed below. The Customer Assistance Center's hours of operation are from 8:00 AM to 11:00 PM, EST, Monday through Friday.

Division	Number	Text Telephones (TTY)
Cadillac	1-866-982-2339	1-800-833-2622
Chevrolet	1-800-630-2438	1-800-833-2438
GMC	1-866-996-9463	1-800-462-8583
Guam	1-671-648-8650	
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	
Virgin Islands	1-800-496-9994	

We are sorry for any inconvenience you may experience; however we have taken this action in the interest of your continued satisfaction with our products.

General Motors Corporation

Exhibit 1

CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

If your vehicle had 70,000 miles or less at the time you paid to have this condition corrected, your request for reimbursement may include parts, labor, fees and taxes. If your vehicle had greater than 70,000 miles, but less than 80,000 miles at the time you paid to have this condition corrected, your request for reimbursement may include parts only. If your vehicle had 80,000 miles or more at the time you paid to have this condition corrected, you are not entitled to reimbursement.

Your claim will be acted upon within 60 days of receipt.

If your claim is:

- Approved, you will receive a check,
- Denied, you will receive a letter with the reason(s) for the denial, or
- Incomplete, you will receive a letter identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the <VINDivisionName> Customer Assistance Center at <DivCACPhone>.

CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant

Date Claim Submitted: _____

17-Digit Vehicle Identification Number (VIN): _____

Mileage at Time of Repair: _____ Date of Repair: _____

Claimant Name (please print): _____

Street Address or PO Box Number: _____

City: _____ State: _____ ZIP Code: _____

Daytime Telephone Number (include Area Code): _____

Evening Telephone Number (include Area Code): _____

Amount of Reimbursement Requested: \$ _____

The following documentation must accompany this claim form.

Original or clear copy of all receipts, invoices, and/or repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What problem occurred, what repair was done, when it was done, and who did it.
- The total cost of the repair expense that is being claimed.
- Payment for the repair in question and the date of payment.
(copy of front and back of cancelled check, or copy of credit card receipt)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.

Claimant's Signature: _____

Please mail this claim form and the required documents to:

Reimbursement Department
P.O. Box 33170
Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number:
1-800-204-0261

— EXHIBIT E —

Hon. John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE:

MDL DOCKET NO. 1896

GENERAL MOTORS CORP.
SPEEDOMETER PRODUCTS
LIABILITY LITIGATION

FINAL JUDGMENT

FINAL JUDGMENT

This matter having come before the Court on the application of Plaintiffs Kevin Zwicker, Teresa Palmer, Roy Falk, Lee Kratzer, Barbara McRae, Robert W. Christensen, Terry M. Kelly and Peggy Kelly, individually and as representatives of a class of similarly situated persons (collectively, "Plaintiffs"), and General Motors Corporation ("Defendant") for approval of the settlement set forth in the Settlement Agreement and the exhibits thereto (collectively the "Agreement"), and the Court having considered all papers filed, all evidence submitted and proceedings had herein and otherwise being fully informed;

HEREBY ORDERS, ADJUDGES AND DECREES:

1. This Final Judgment incorporates the Agreement and the terms defined therein. A copy of the Agreement is attached to this Final Judgment as Exhibit A.

2. This Court has jurisdiction over the subject matter of this litigation, and over all parties to the litigation, including all members of the Settlement Class, and has jurisdiction to approve the settlement reflected in the Agreement, and hereby approves same.

FINAL JUDGMENT-1
MDL DOCKET NO. 1896

Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

1 3. The Court hereby finds that: (a) the settlement has been entered into in good
2 faith and was concluded after Class Counsel had conducted an investigation concerning the
3 issues raised by Plaintiffs' claims; (b) the settlement evidenced by the Agreement is fair,
4 reasonable and adequate as to, and in the best interests of, the Settlement Class Members;
5 (c) the settlement delivers benefits to the Class in a timely manner while resolving complex
6 issues that would require expensive and long-lasting litigation; (d) the Agreement was the
7 result of extensive arms' length negotiations between highly experienced counsel, with full
8 knowledge of the risks inherent in this litigation, facilitated by a respected, experienced
9 mediator; (e) there is no evidence of collusion or fraud in connection with the settlement;
10 (f) the investigation conducted in the case to date suffices to enable the parties and the Court to
11 make an informed decision as to the fairness and adequacy of the settlement; (g) the case raised
12 complex and vigorously contested issues of law and fact, if fully litigated, that would result in
13 complex, expensive, and lengthy litigation; (h) the Plaintiffs faced significant risks in
14 establishing liability and damages; and (i) the release is tailored to address the allegations in
15 the case. Accordingly, the Court hereby orders and declares (a) the Agreement is approved by
16 the Court and shall be binding on all Settlement Class Members except those individuals and
17 entities who have timely filed and served an election to be excluded from the Settlement Class,
18 a list of whom is attached to this Judgment as Exhibit B, "List of Excluded Class Members";
19 and (b) the Agreement is binding and preclusive in all pending and future lawsuits or other
20 proceedings whether in state or federal court. Each and every term and condition of the
21 Agreement as a whole (including the attached exhibits) is approved as proposed, and the
22 Agreement is made part of this Judgment and is to be effective, implemented, and enforced as
23 provided in the Agreement.

24 4. The Court finds that the Class Notice implemented pursuant to this Court's
25 Preliminary Approval Order provided the best notice practicable under the circumstances. The

1 Court further finds that the Class Notice advised each member of the Class, in plain easily
2 understood language: (a) the nature of the suit; (b) the definition of the Class certified; (c) the
3 class claims, issues, and defenses; (d) that a Class Member could enter an appearance through
4 counsel if desired; (e) that the Court would exclude from the Class any member who timely
5 requested exclusion by a specified date; and (f) that the judgment incorporating the settlement
6 will fully release Defendant, dismiss this lawsuit with prejudice, and include and bind all
7 members of the Class who did not timely request exclusion. The Court finds that the Class
8 Notice and Notice methodology fully complied with all applicable legal requirements,
9 including the Due Process Clause of the Constitution of the United States.

10 5. The Court finds that Class Counsel and the Class representatives adequately
11 represented the Class for purposes of entering into and implementing the Agreement.

12 6. The terms of the Agreement and this Judgment shall be forever binding on, and
13 shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
14 proceedings that may be maintained by or on behalf of the Plaintiffs or any Settlement Class
15 Members, as well as their collective heirs, executors, administrators, successors and assigns,
16 relating to the Action and/or the Released Claims (as defined in the Agreement).

17 7. The release which is set forth in the Agreement is expressly incorporated herein
18 in all respects and is effective as of the date of this Judgment.

19 8. The preceding paragraph of this Judgment covers, without limitation, any and
20 all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other
21 counsel representing Plaintiffs or the Settlement Class Members, or incurred by Plaintiffs or
22 the Settlement Class Members, or any of them, in connection with or related in any manner to
23 this Action, the settlement of this Action, the administration of the settlement and/or the
24 Released Claims.

1 9. All Settlement Class Members who did not timely exclude themselves from the
2 Class are, from this day forward, hereby permanently barred and enjoined from:

3 (a) filing, commencing, prosecuting, intervening in, or participating in (as
4 Settlement Class Members or otherwise), any lawsuit in any jurisdiction based on or relating
5 to: (i) the claims and causes of action asserted or assertable in this Action; (ii) the facts and
6 circumstances relating to this Action; or (iii) the Released Claims, or

7 (b) organizing Settlement Class Members, or soliciting the participation of
8 Settlement Class Members, in a separate class for purposes of pursuing as a purported class
9 action any other lawsuit (including by seeking to amend a pending complaint to include class
10 allegations, or seeking class certification in a pending action in any jurisdiction) based on or
11 relating to the Released Claims.

12 10. Class Counsel are hereby awarded attorneys' fees in the total amount of
13 \$_____ ("Attorneys' Fees") and expenses ("Expenses") in the total amount of
14 \$_____, to be paid in accordance with the terms and conditions set forth in the
15 Agreement. Class Counsel shall have sole responsibility to allocate and distribute this award
16 of Attorneys' Fees and Expenses. Defendant shall have no responsibility for, and no liability
17 with respect to, the allocation of Attorneys' Fees and Expenses among Class Counsel or any
18 other person who may assert some claim thereto.

19 11. Each of the named Class Representatives in the Zwicker, Falk and Christensen
20 cases is hereby awarded \$1,500.00 for their services as Class Representatives in the litigation,
21 the amount being fair, adequate and reasonable for the time and effort each expended. Such
22 incentive payments are to be paid by and from Class Counsel. Defendant shall not be
23 responsible for payment of such incentive payments.

24 12. Neither this Judgment, nor the Agreement (nor any document referred to herein
25 or any action taken to carry out this Final Judgment) is, may be construed as, or may be used as

1 an admission by Defendant of the validity of any claim, of actual or potential fault, wrongdoing
2 or liability whatsoever. Entering into or carrying out the Agreement and any negotiations or
3 proceedings relating to the settlement shall not in any event be construed as, or deemed to be
4 evidence of, an admission or concession of the Defendant and shall not be offered or received
5 into evidence in any action or proceeding against any party hereto in any court, judicial,
6 administrative, regulatory hearing, arbitration, or other tribunal or proceeding for any purpose
7 whatsoever, except in a proceeding to enforce the Agreement. This Final Judgment and the
8 Agreement (including exhibits thereto) may, however, be filed in any action against or by the
9 Defendant to support a defense of *res judicata*, collateral estoppel, release, good faith
10 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
11 similar defense or counterclaim.

12 13. Without affecting the finality of this judgment in any way, this Court hereby
13 retains continuing jurisdiction over implementation of the terms of the Settlement Agreement
14 and any resolution of any disputes arising thereunder.

15 14. This Action, including all individual claims and Class claims asserted or
16 assertable herein, is hereby DISMISSED WITH PREJUDICE, without fees or costs to any
17 party except as otherwise provided herein.

18
19 **IT IS SO ORDERED.**

20 Dated: _____

21 By: _____
22 Hon. John C. Coughenour

— EXHIBIT B —

GM Speedometer Opt-Outs/Exclusions

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
1.	AAA American Exterminators II (Timothy A. Hilliker, President)	P.O. Box 347 Terryville, CT 06786-0347	8/13/08	No
2.	Adam, Rich	23409 Timberlane Drive Valencia, CA 91354	8/23/08	No
3.	Adams, Betty	29828 Old Highway 112 Poteau, OK 74953	9/4/08	No
4.	Adamson, Kevin M.	5225 Freeman Road Munnsville, NY 13409	10/4/08	No
5.	Admire, Elaine M.	805 N. Maddox Dumas, TX 79029	8/26/08	No
6.	Alvord, Warren C.	11426 N. 68th Street Scottsdale, AZ 85254	9/2/08	No
7.	Ameye, Kris	6724 Starville Cottrellville, MI 48039-1822	9/23/08	No
8.	Amore, Eugene J.	11060 NW 92nd Ct. Chiefland, FL 32626-3800	9/12/08	No
9.	Askins, William	123 Village Circe Apartments Yantis, TX 75497	8/4/08	No
10.	Austin Bridge & Road (John Lessner, Vice President & Controller)	6330 Commerce Drive, Suite 150 Irving, TX 75063	8/19/08	No
11.	Avina, Bernice W.	16835 Oak Glen Avenue Morgan Hill, CA 95037	10/6/08	No
12.	Bailey, Michael A.	5064 Norriswood Drive Mulberry, FL 33860	9/15/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
13.	Baker, Carol A.	1045 Cortland Street Albany, NY 12203-2721	10/6/08	Yes 124
14.	Baker, Maniel O.	528 Swimley Rd. Berryville, VA 22611-1706	09/09/08	No
15.	Baldrige, Mary D.	P.O. Box 731 Pierre, SD 57501	9/30/08	No
16.	Barber, Barrie	6 Delante Ct. Edgewood, NM 87015	8/26/08	No
17.	Barden, Douglas E.	7025 Harvison Road Ext Caronelle, AL 36522-5510	9/19/08	No
18.	Barker, Hubert	Box 431 Salem, NH 03079	8/4/08	No
19.	Barnes, Patricia	7271 West Cadmus Adrian, MI 49221	7/16/08	No
20.	Barrett, Michael	155 Stony Point Road #34 Santa Rosa, CA 95401	10/14/08	No
21.	Basina, Lavern R.	101 Rice Ave. P.O. Box 651 Bayfield, WI 54814	7/30/08	No
22.	Baten, Robert	16927 Laguna Springs Dr. Houston, TX 77095	8/22/08	No
23.	Bauer, Gary	bauerg@cooley.edu	9/10/08	No
24.	Beauregard, Anthony	16783 Lahontan Dam Road Fallon, NV 89406	10/5/08	No
25.	Beck, David A.	N 3612 Hall Drive Medford, WI 54451	8/22/08	No
26.	Bellinger, David	3401 Cleveland Avenue Plower, WI 54467	8/8/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
27.	Benbrook, Bradley and Benbrook, Katherine W.	1565 Barnett Circle Carmichael, CA 95608	8/27/08	No
28.	Benesh, Ronald E.	2095 Helena Flats Rd. Kalispell, MT 59901	8/20/08	No
29.	Bennett, Stanley	P.O. Box 1255 Galt, CA 95632	8/28/08	No
30.	Berniak, John (Berniaks Auto Body)	P.O. Box 307, Rt. 837 Elrama, PA 15038	7/28/08	No
31.	Biggs, Curley	P.O. Box 43 Ramah, NM 87321	8/3/08	No
32.	Bihm, Frederick	703 South Adams Rayne, LA 70578	10/19/08	No
33.	Bistline, Andy Bistline, Verda	4785 Topaz Drive Colorado Springs, CO 80918-2746	8/19/08	No
34.	Blackburn, Nolan Wayne	2402 Highway 205 Marshville, NC 28103	7/6/08	No
35.	Blakely, Denise	2228 Cawthon Davis Road Canon, GA 30520	8/1/08	No
36.	Bliven, Brad	1303 Spring St., Apt. C Quincy, IL 62301-2855	8/18/08	No
37.	Bogatzke, Roger C.	3960 Highway O Saukville, Wisconsin 53080	8/8/08	No
38.	Booher, David Booher, Stephanie	27 Lakeshore Circle Brownsburg, IN 46122	9/16/08	No
39.	Boone, Larry L. (Madison County Cabinets, Inc.)	9592W. 6th S. Pendleton, Indiana 46064	8/7/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
40.	Bordogna, Anthony F., Jr.	34 Maple Avenue Shalimar, FL 32579-4260	9/14/08	No
41.	Bosco, Sandra	46 Russett Lane North Andover, MA 01845	7/30/08	No
42.	Bott, David E.	1679 Washington Blvd. Ogden, UT 84404	8/27/08	No
43.	Mark H. Bott	1679 Washington Blvd. Ogden, UT 84404	8/27/08	No
44.	Bowen, Michael & Michelle	114 Angus Ct. Lexington, NC 27295	8/11/08	No
45.	Brass, Jeffrey A.	6422 Dawson Blvd. Mentor, OH 44060	8/20/08	No
46.	Braud, Kevin	12731 Two Lake Lane Collinsville, MS 39325	7/26/08	No
47.	Breaux, Jamie	32804 St. Jude Road Gueydan, LA 70542	8/1/08	No
48.	Brennan, Leo D.	410 W. Maple St. Carson City, MI 48811-9775	7/30/08 (Mailed 9/19/08)	No
49.	Brooks, William	118 South Bridge Street Grand Ledge, Michigan 48837	7/18/08	No
50.	Brothers, Kenneth L.	745 N. Pennsylvania Ave. Yardley, PA 19067-2019	9/22/08	No
51.	Brumback, Ken	4120 21st Road North Arlington, VA 22207	8/5/08	No
52.	Bruno, Cassandra	98 Glenerie Lane Saugerties, NY 12477	10/16/08	Yes 156
53.	Burnham, James	P.O. Box 111 Arimo, ID 83214	8/18/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
54.	Burr, Kenneth L. and Burr, Gloria E.	E-mail From: Debee Burr -- [mail to:dawnburr@hotmail.com]		No
55.	Butler, Jack	2936 Sunset Ridge Mc Kinney, TX 75070-4216	8/20/08	No
56.	Buzzar, Thomas J.	173 Maple Avenue Collegeville, PA 19426	9/9/08	No
57.	Cain, Nadine C.	515 Celtic Court Colorado Springs, CO 80921	8/28/08	No
58.	Campbell, James N., Jr.	154 Ashworth School Road Gaffney, SC 29341	10/3/08	No
59.	Campominosi, Joanne	87 Wyndemere Lane Windsor, CT 06095	7/24/08	No
60.	Carns, Barry A.	1947 Luciusboro Rd. Brush Valley, PA 15720	8/18/08	Yes 105
61.	Cassidy, Mary Belle	1323 Old Lincoln Highway Stoystown, PA 15563	9/22/08	No
62.	Catalano, Michael Catalano, Crystal	161 Destrehan Drive Destrehan, LA 70047	8/25/08	No
63.	Cato, James A.	545 Crestland Dr. Bartlesville, OK 74006	8/14/08	No
64.	Chandler, Edmund L.	591 Black Hole Road Coudersport, PA 16905	10/4/08	No
65.	Cherokee, George (Fire Control Sprinklers Systems, Inc.	2830 N. Hogan P.O. Box 7204 Spokane, WA 99207	7/25/08	No
66.	Chipman, Steven	19360 E. 1500th St. Good Hope, IL 61438	09/04/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
67.	City of New London WI (Chief of Police)	215 N. Shawano St. New London, WI 54961-1147	8/13/08	No
68.	Clabaugh, Jerry	2180 Boise Street Duncombe, Iowa 50532	9/10/08	No
69.	Claerhout, Donald M.	3053 Myers Road Sebewaing, MI 48759	7/17/08	No
70.	Clapp, Victoria L.	6127 West "Q" Ave. Kalamazoo, MI 49009-8941	8/11/08	No
71.	Clapper, Susie	P.O. Box 546 Sun Prairie, WI 53590	9/10/08	No
72.	Clark, Judith C.	12123 West Bell Road, Unit 219 Surprise, AZ 85374	9/20/08	No
73.	Clemans, Alan J. Clemans, Connie	RR 1 Box 21 Guymon, OK 73942-9714	8/13/08	Yes 106
74.	Cobb, Martha	1709 East Gulf Beach Drive Saint George Island, FL 32328	7/23/08	No
75.	Cole, Michael and Nancy	8771 N 510 Rd Tahlequah, OK 74464	8/15/08	No
76.	Collins, S. Frank	1549 S. Tally Ho Dr. Fayetteville, AR 72701-8071	8/19/08	No
77.	Combs, Deborah L.	672 Clearview Heights Charleston, WV 25312	10/12/08	Yes 144
78.	Condren, Robert W.	1428 Southwest 72 Oklahoma City, OK 73159	8/22/08	No
79.	Connelly, Rebecca S.	9 Flower Break Road Aiken, SC 29803	10/17/08	Yes 149

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
80.	Corbett, Douglas	609 E. Main St. P.O. Box 441 Crescent City, IL 60928-0441	8/19/08	No
81.	Correll, James	1106 Wheaton Hill Court Town & Country, MO 63131	8/20/08	No
82.	Counts, James W., Jr.	1130 W. Dexter Trail Mason, MI 48854	8/18/08	No
83.	County of Macomb (Macomb County, Michigan, Lucy Kaiser, Asst. Corporation Counsel)	1 S. Main St., 8th Flr. Mount Clemens, Michigan 48043	8/8/08	No
84.	Couser, Alice	164 Milberry Drive Milford, PA 18337	7/28/08	No
85.	Cox, Birney	PMB 116 24695 U.S. Hwy 85 Four Corners, WY 82715-9901	8/12/08	No
86.	Craighead, Beverly R.	219 Britton Road Calhoun, LA 71225	9/21/08	No
87.	Crane, Thomas E.	2907 Saddle Club Court Jamestown, NC 27282	9/10/08	No
88.	Creamer, James	P.O. Box 377 New Freedom, PA 17349	8/6/08	No
89.	Crippen, Richard L.	10447 Kensington Circle Collierville, TN 38017	8/27/08	No
90.	Curtis, Mark W.	13674 S. Van Horn Ave. Selma, CA 93662	8/25/08	No
91.	Dannenberg, Thomas	4753 Brenda Street, NE Albuquerque, NM 87109	7/31/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
92.	David, Ferlton, Sr.	20065 Highway 77 Grosse Tete, LA 70740	8/19/08	No
93.	Davidson, Lee D. Davidson, Nancy E.	1704 Carroll Dr. Cleburne, TX 76033-7656	8/20/08	No
94.	Davis, James W.	5654 Harbormist Drive Powder Springs, GA 30127	9/25/08	No
95.	Davis, Nicklis M., Sr.	975 Saddoris Drive Craig, CO 81625	8/29/08	No
96.	Davis, William R.	1203 Tilghmans Landing Way Annapolis, MD 21403	8/12/08	No
97.	Davis, William Walter	1408 Bluebonnet Street Woodville, TX 75979	10/16/08	No
98.	Dawson, Diane	18138 Drayton Street Brooksville, FL 34610	8/7/08	No
99.	Dean, John Peter, Jr.	10105 McCree Road Dallas, TX 75238	8/26/08	No
100.	Delgado, Maria I.	2637 Barndance Lane Santa Rosa, CA 95407	9/2/08	No
101.	Del Rio, Kimberley D. (fka Kimberley D. White)	118 Franks Road Decatur, TX 76234	8/20/08	No
102.	DeMars, Dennis DeMars, Michelle	2242 Governor Way Buford, GA 30519	8/18/08	No
103.	Demond, Rebecca L.	66 Pierce Road Fitzwilliam, NH 03447	10/16/08	No
104.	Dennis, Walter A.	P.O. Box 485 Lakeland, FL 33802	8/3/08	No
105.	DeVader, Donald	207 Vine Street Burlington, CO 80807	9/12/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
106.	Dietz, Arthur	206 Garfield Avenue Ridgway, PA 15853	7/18/08	No
107.	Dill, Larry and Nancy	P.O. Box 164 McCurtain, OK 74944	8/1/08	No
108.	Donald, Richard	P.O. Box 1317 Blanco, TX 78606	7/27/08	No
109.	Dornan, Patrick and Susan	15528 Cattail Oaks Glenwood, MD 21738	8/16/08	No
110.	Dosenback, Richard and Imogene	344 Grant St. Elkhorn, WI 53121-4383	8/17/08	No
111.	Doty, Robert D.	1521 Ridge Road Mokelumne Hill, CA 95245	8/4/08	No
112.	Drummond Company Inc. (J. Fred McDuff)	P.O. Box 10246 Birmingham, AL 35202-0246	8/15/08	No
113.	Drummond, David	1204 Cedar Creek Drive Opelika, AL 36801	8/7/08	No
114.	Dungan, Katherine	5059 Timberlane Road Wesson, MS 39191	8/6/08	No
115.	Dutill, Keith R.	95 Spruce Lane Pine Hill, NJ 08021-6121	10/6/08	No
116.	Eber, Brian E.	964 S. Brairie Wood Drive Rochester, IN 46975	8/26/08	No
117.	Elliott, James D. and Ellen	310 Hummingbird Way Bayfield, CO 81122	10/15/08	No
118.	Embassy of Japan, (Motohiko Kato, Minister, Management Section)	2520 Massachusetts Ave., N.W. Washington, D.C. 20008	8/11/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
119.	Emricson, LaVern T.	2620 Dunham Woods Road Harvard, IL 60033	9/15/08	No
120.	Erlandson, John	6501 Nordic Drive Minneapolis, Minn. 55439	8/1/08	No
121.	Esbenshade, Harry and Margaret	804 Paul Hollow Rd. Galeton, PA 16922	8/11/08	No
122.	Eskew, William E.	4115 SW Badger Ave. Redmond, OR 97756	9/23/08	No
123.	Evans, Sally L.	706 Alexander Street Greenwood, IN 46143-1419	8/22/08	No
124.	Everhart, Richard J.	1870 E. Grand Ave. Lot 32 Hot Springs, AR 71901	8/20/08	No
125.	Fagan, Harley and Gail	112 Saugatuck Rd. Montgomery, IL 60538	8/20/08	No
126.	Farrar, Wilbur H.	408 Patton Road Many, LA 71449-6754	8/18/08	No
127.	Federle, Neal	5751 August Court Mason, OH 45040	8/4/08	No
128.	Flora, Duane J.	5100 New Carlisle-St. Paris Road New Carlisle, OH 45344	8/22/08	No
129.	Fonseca, Mirna	544 E. 33rd Street Los Angeles, CA 90011	10/01/08	No
130.	Foster, Sandra	P.O. Box 9243 McLean, VA 22102-0243	7/20/08	No
131.	Fowler, Ross L. and Blanche	2425 West Boston Boulevard Detroit, Michigan 48206	7/18/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
132.	Frederick, Joseph F., Jr.	2135 Warwick Dr. Oldsmar, FL 34677	8/21/08	No
133.	Froehlich, Reinhardt G.	814 Rosemary Dr. New Braunfels, TX 78130-5360	8/22/08	No
134.	Fry, James and Connie	P.O. Box 748 Waddell, AZ 85355	7/28/08	No
135.	Gamble, William	P.O. Box 7216 Naples, FL 34101-7216	7/26/08	No
136.	Gamboa, Patricia M.	9408 W. Pierson St. Phoenix, AZ 85037	8/22/08	No
137.	Gardiner, Stephen W.	501 Tasker Avenue Norwood, PA 19074-1322	9/1/08	No
138.	Gardner, Gene F. and Olivia S.	2214 Shelby Park Drive Katy, TX 77450	8/25/08	No
139.	Gaskins, Louise C.	110 Meridian Drive Kingsland, GA 31548	8/22/08	No
140.	Gasparatz, Thomas and Kimberly A.	296 Mt. Gretna Road Elizabethtown, PA 17022	10/10/08	No
141.	Gellert, Fred	93 West Shore Road Belvedere, CA 94920	7/30/08	No
142.	Gerling, Matthew	8220 Bellair Road Pilot Grove, MO 65276-2546	9/4/08	No
143.	German	P.O. Box 1131 Lake Junaluska, NC 28745	7/24/08	No
144.	Glass, Hollice W.	3712 W. Lowell Artesia, NM 88210	9/6/08	No
145.	Glenn, William H.	103 W. Esparada Georgetown, TX 78628	9/15/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
146.	Glowczewskie, Jr., Frank P.	6669 SE 65 Avenue Trenton, FL 32693	8/11/08	No
147.	Gold, Glenn S., Jr., DPM	425 Medical Drive, Suite 209 Bountiful, UT 84010	8/19/08	No
148.	Goulart, Edward G.	3407 Humphrey Road Loomis, CA 95650	8/26/08	No
149.	Graffagnino, Joyce L.	504 N 33rd Street Nederland, TX 77627-7104	8/19/08	No
150.	Gravenmier, Stanley A. Gravenmier, Mary Stacey	730 Sequioa Trail Maitland, FL 32751-4570	8/27/08	Yes 112
151.	Gravett, J.S. and Marilyn	2307 Katherine St. Brenham, TX 77833	8/14/08	No
152.	Gray, Josef E.	13605 Main Street Bellevue, Washington 98005	9/10/08	No
153.	Green, James and Carrie	3945 Dumont Dr. Odessa, TX 79762	8/20/08	No
154.	Green, Nivia S.	1013 Lake Village Drive Columbia, SC 29229	8/19/08	No
155.	Green, Thomas	307 N. Lake Street Carlsbad, NM 88220	9/2/08	No
156.	Greggs, Doris Lillian	6677 Nightingale Drive Gaylord, MI 49735-9081	9/8/08	No
157.	Griffith, Warren J.	P.O. Box 365 371 N. Third St. Pembina, ND 58271	8/15/08	No
158.	Groves, Oliver J.	P.O. Box 896 Freeland, WA 98249	8/21/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
159.	Hagan, Harvey	166 Palmetto Drive Rincon, GA 31326	8/19/08	No
160.	Hagedorn, Timothy	1616 Main Street East P.O. Box 2480 Thompson Falls, MT 59873	7/30/08	No
161.	Haggerty, Dean E.	1005 Austin Dr. Chesapeake, VA 23320-2914	8/11/08	No
162.	Haggerty, Daniel J. and Ruth	5816 Long Brake Trail Edina, MN 55439	7/24/08	No
163.	Hall, William W., Jr.	5 Woodstone Houston, TX 77024	8/19/08	No
164.	Hancock, John D.	557 Elm Street Boulder City, NV 89005	8/25/08	No
165.	Handegard, Roger	P.O. Box 964 1017 33rd St. S. Moorhead, MN 56561-0964	9/28/08	No
166.	Harding, Gary D.	2547 W. Evergreen Bloomington, IN 47404	9/10/08	No
167.	Harper, Jeanie	1000 W. Roanoke Drive Ext. Fitzgerald, GA 31750	10/10/08	No
168.	Harper, Rose	54 S. Fairview Road Poughkeepsie, AR 72569	9/7/08	No
169.	Hart, Fred	1625 Reed Road Pennington, NJ 08534-5004	7/24/08	No
170.	Hassan, Mark	9240 S. Karlov Ave. Oak Lawn, IL 60453	9/4/08	No
171.	Hatfield, Henry R.	226 Westfield Road Leesburg, GA 31763-4515	10/5/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
172.	Hatton, Jo Brittan	10811 N. Coveview Terrace Crystal River, FL 34428	8/4/08	No
173.	Hausher, Daniel L.	1286 S. 105th E. Ave. Tulsa, OK 74128	8/25/08	No
174.	Haut, Jr., Robert J.	8811 Surfwood Dr. Monroe, Michigan 41862	8/15/08	No
175.	Hawk, III, Travis H.	12 Donald Pl. Pittsgrove, NJ 08318-4445	8/9/08	No
176.	Hawkins, Caley C.	75 Joshbury Circle Laurel, MS 39443	10/16/08	No
177.	Hawkins, T.H.	P.O. Box 3086 T or C, NM 87901	8/13/08	No
178.	Heide, Carl	G&H Sheet Metal 1423 Chestnut Avenue Hillside, NJ 07205	7/21/08	No
179.	Hellewell, Richard C.	3500 Ruth Road Richland Hills, TX 76118	8/17/08	No
180.	Helms, Marion Richard	2510 Deep Eddy Trail Keller, TX 76248	8/19/08	No
181.	Herman, Jerome O.	1644 Hartley Court Adrian, MI 49221-9246	7/21/08	No
182.	Hicks, Joseph David	19529 Wintu Way Redding, CA 96003	10/8/08	No
183.	Hile, Dennis (J. E. Miller, Inc.)	747 West Manlius Street East Syracuse, NY 13057	7/29/08	No
184.	Hilton, John	2718 White Sage Drive Henderson, NV 89052	9/3/08	No
185.	Hodges, Judith	8700 Hallwood Drive Montgomery, AL 36117	8/5/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
186.	Hoelmer, Bernell	1679 Hwy. 100 Hermann, MO 65041	8/1/08	No
187.	Hoenshell, Terry	31312 S. Clement Road Harrisonville, MO 64701-8116	8/15/08	No
188.	Hoffman, Alta A.	11445 NW 13th St. Topeka, KS 66615	8/12/08	No
189.	Hogancamp, Paul E.	26167 Copiapo Circle Punta Gorda, FL 33983	8/5/08	No
190.	Holdren, Charles	29 Village Ct. Columbiana, OH 44408-9376	7/22/08	No
191.	Holford, Raymond D.	2780 South Newton Way Denver, CO 80236	9/19/08	No
192.	Hollen, Grace	6200 EP True Parkway, 152 West Des Moines, IA 50266	8/15/08	Yes 100
193.	Holt, C.W.	3422 CR403 Llano, TX 78643	8/19/08	No
194.	Hook, Shelley	3047 S. Claude Ct. Denver, CO 80210	8/25/08	No
195.	Horton, Robert	1755 A Horton Road Kerhsaw, SC 29067	7/2/08	No
196.	Hostetter, Earl W. (L. E. Services, Inc.)	121 East Main Street New Holland, PA 17557	7/31/08	No
197.	Houle, Sarah D.	4325 Crestwood Court Grapevine, TX 76051	8/17/08	No
198.	House of God, The (Jamie Sanks)	7230 Flat Rock Road Midland, GA 31820	9/29/08	No
199.	Houser, Harold	501 North Camden Drive Fort Wayne, IN 46825	8/8/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
200.	Howe, Erik and Alison	2205 Michael Brooke Wenatchee, WA 98801	8/26/08	No
201.	Howell, E.K. (Elmin)	326 Harbor Landing Rockwall, TX 75032	8/14/08	No
202.	Howell, Jane C.	4282 Highway 24 South Waynesboro, Georgia 30830	8/4/08	No
203.	Howton, Orman	733 6th Street N.E. Fayette, Alabama	10/13/08	No
204.	Hryb, Deborah Ann	3800 S. Cantabria Circle, #1083 Chandler, Arizona 85248	8/13/08	No
205.	Hubbard, Penny L.	4701 W. Villa Theresa Dr. Glendale, AZ 85308	8/18/08	No
206.	Hunt, David R.	Hunt Ross & Allen P.O. Box 1196 Clarksdale, Mississippi 38614	7/22/08	No
207.	Hunt-Garcia, Kay S.	14105 211 St. S.E. Snohomich, WA 98296	9/16/08	No
208.	Interface, Inc. (Elizabeth A. Hanlon, Associate Counsel)	2859 Paces Ferry Road Suite 2000 Atlanta, GA 30339	8/19/08	No
209.	Iparaguirre, Jennie	775 N. Sanderson San Jacinto, CA 92582	10/5/08	No
210.	Jamison, Ernest M.	4836 Margaret Wallace Road Matthews, NC 28105	8/2/08	No
211.	Jaycox, Janet M.	434 Greenwood Court Elyria, OH 44035-8373	09/05/08	No
212.	Jennings, James S.	2221 Cape Cod Way Santa Ana, CA 92703	10/10/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
213.	Jennings, Oscar K.	1106 Georgia Street Shreveport, LA 71104	8/3/08	No
214.	Jensch, Warren	P.O. Box 459 Bayfield, WI 54814	9/15/08	No
215.	Jewell, John H.	30 Ridge View Pl. Parachute, CO 81635	8/5/08	No
216.	Johnson, Shelia	3045 Champions Dr., #104 Arlington, TX 38002	8/12/08	No
217.	Joint Venture, Inc. (Bruce Dworshak, President)	P.O. Box 999 Worland, WY 82401	8/25/08	No
218.	Jones, Scott C.	8253 Noblet Road Davison, MI 48423	7/18/08	No
219.	Jordan-Botke Enterprises ((dba: PW Environmental (Sauceda, Laurie, PW Environmental Accounting Dept.))	230 Dove Court Santa Paula, CA 93060	9/18/08	No
220.	Jordan, Ralph L.	No Address	8/7/08	No
221.	Ketcham, Stephen O.	P.O. Box 323 Mount Vernon, IN 47620	8/29/08	No
222.	Kilmer, Carolyn	Box 116 Solen, ND 58570	7/28/08	No
223.	Kirch, Joseph J.	3617 Sage Canyon Dr. Encinitas, CA 92024-7918	8/25/08	No
224.	Klaft, Richard	No address	7/22/08	No
225.	Klodzinski, Gary	P.O. Box 168 Anderson, TX 77830	7/25/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
226.	Klosterman, Jeffrey and Donna	10556 Lancaster Lane N. Maple Grove, MN 55369	8/18/08	No
227.	Koch, Isaac	118 23rd St. PMB 111 Columbus, NE 68601	8/12/08	No
228.	Kolles, Gary J.	516 W. Dawn Drive Freeland, MI 48623	8/5/08	No
229.	Konrath, Kurt	2734 E. Gelding Drive Phoenix, AZ 85032	10/1/08	No
230.	Kovach, K.J.	250 Alpha Lane Hackbery, LA 70645	7/30/08	No
231.	Knutzen, James Rudd and Lavone Irene	867 Seabright Lane Solana Beach, CA 92075	8/5/08	No
232.	Krauss, John	5315 Oakdale Drive Oak Lawn, IL 60453-4610	8/10/08	No
233.	Kurek, Richard	307 Treis Trail Yorktown, VA 23693	8/11/08	No
234.	Kurth, Timothy	4509 Buchanan Ave. Hawarden, IA 51023	8/8/08	No
235.	Kwong, Benny	3722 Tracy Street Los Angeles, CA 90027	7/28/08	No
236.	Landry, Gerald L.	233 Oakview Drive Azusa, CA 91702	9/12/08	No
237.	Lang, Joan	17 Mountain Avenue Woodstock, VT 05091	7/22/08	No
238.	Langknecht, John M.	9395 Cloudberry Way Manassas, VA 20110	9/22/08	No
239.	Larson, Richard	P.O. Box 116 _____, NE 68063	Undated	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
240.	Latham, Carroll D.	919 Forest Oaks Dr. Houston, TX 77017	8/18/08	No
241.	Lecy Bros. Homes (Roy H. Lecy, President/Owner)	15012 Highway 7 Minnetonka, MN	8/20/08	No
242.	Lecy Bros. Construction (Roy H. Lecy, President/Owner)	15012 Highway 7 Minnetonka, MN	8/20/08	No
243.	Lecy Bros. Construction, Inc. (Roy H. Lecy, President/Owner)	15012 Highway 7 Minnetonka, MN	8/20/08	No
244.	Lebsack, Raymond	507 S. Glenbrook Street Greenacres, WA 99016	9/20/08	No
245.	Lee, Chul Yong	326 Congers Avenue Northvale, NJ 07647	8/5/08	No
246.	Lewis, Bruce	Gwin, Lewis & Punches, LLP 319 Market Street Natchez, Mississippi 39120	7/21/08	No
247.	Lewis, Charles N.	425 Belvedere Beaumont, TX 77706	8/22/08	No
248.	Lincoln Farms, Ltd.	1305 Timber Lane Glenwood, IA 51534	8/10/08	No
249.	Lindstrom, Larry W.	11873 W. Armga Dr. Boise, ID 83709	8/22/08	No
250.	Litchfield, Eric	26 Almond Way Ocala, FL 34472	8/6/08	No
251.	Litwiller, Sheldon	3781 N. 1500 East Buhl, ID 83316	9/22/08	No
252.	Lockhart, Kevin J. (Lockhart Harvesting, Inc.)	P.O. Box 6 Colfax, ND 58018	9/12/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
253.	Loewen, Duane & Kathryn	1526 N. East Lake Road Newton, KS 67114	10/17/08	No
254.	Long, Steven E.	8314 E. Morris St. Wichita, KS 67207	8/27/08	No
255.	Longgood, Agatha	P.O. Box 27 Chama, NM 87520	9/11/08	No
256.	Lopez, Adriana	2305 Logsdon Drive North Las Vegas, NV 89032	10/13/08	No
257.	Loucks, Donna	17312 E. Prentice Circle Centennial, CO 80015	9/11/08	No
258.	Loucks, Kris	17312 E. Prentice Circle Centennial, CO 80015	9/11/08	No
259.	Lucio, Rogerto (Two Vehicles)	P.O. Box 422 Sutherland Springs, TX 78161	7/27/08	No
260.	Lundy, Derek R.	3893 Savage Forks Road Leesville, LA 71446-5755	10/15/08	No
261.	Maguire, Theresa	966 Maple Hill Road Castleton, NY 12033	7/22/08	No
262.	Mahalite, Calvin	1851 CR 79 Eagle Lake, TX 77434	7/25/08	No
263.	Malnic, Michael J.	449 Chicago Road Earlville, IL 60518	7/25/08	No
264.	Mangum, Timothy Ray	535 Hidden Path Battleboro, NC 27809	9/16/08	No
265.	Marcum, David	P.O. Box 606 Winters, CA 95694	8/6/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
266.	Martin, Lawrence	231 Wentzel Road P.O. Box 733 Adamstown, PA 19501	9/30/08	No
267.	Martin, Melissa H.	159 Tutty Loop Houma, LA 70363	8/15/08	No
268.	Martinez, Elsa I.	16439 CR 283 San Antonio, TX 78253	10/9/08	No
269.	Martinez, Enrique	16439 CR 283 San Antonio, TX 78253	10/9/08	No
270.	Martinez, Hwanju	4734 N. Windward Way Clovis, CA 93619	8/25/08	No
271.	Matthews, Roger Kent	18725 St. Andrews Drive Monument, CO 80132-8825	8/21/08	No
272.	Mauldin, George	197 Boat Dock Road Dover, TN 37058	7/31/08	No
273.	Maxfield, Russell W.	3466 E. County Road 20C, Unit B2 Loveland, CO 80537-8928	8/25/08	No
274.	Maziasz, Michael M.	2401 Cheswick Drive Troy, MI 48084-1156	7/19/08	No
275.	McAllister, Keith	2725 Willie Shirah Road Buena Vista, GA 31808	8/28/08	No
276.	McCarty-Irwin, Susan	1 Mormon Route Clayton, NM 88415	10/14/08	No
277.	McCoy, Andrew M.	5547 E. Dolphin Avenue Mesa, AZ 85206	9/2/08	No
278.	McElwee, Luke	18 Kenneth Dr. Rising Sun, MD 21911-2702	8/27/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
279.	McLawhorn, Rebecca P. of McLawhorn Farms	P.O. Box 12272 New Bern, NC 28561	10/1/08	No
280.	McManus, Terry L.	10346 Country Horn San Antonio, TX 78240	8/23/04	No
281.	McMeans, Jeffrey A.	911 Front St. Richmond, TX 77469	09/04/08	No
282.	McNabb, James A.	4400 73rd Street Urbandale, IA 50322-1118	8/17/08	No
283.	Meis, J. Anthony	422 N. 1st Street Pacific, MO 63069-1508	10/7/08	No
284.	Mellis, Carol Mellis, Frank	304 Hunter Road Longview, WA 98632	9/10/08	No
285.	Menomonee Falls (Village of Menomonee Falls, WI)	W156 N8480 Pilgrim Road Menomonee Falls, WI 53051	9/11/08	No
286.	Menzel, Marvin W.	720 14th St. Shallowater, TX 79363	9/12/08	Yes 119
287.	Mertz, Joe	5441 San Gabriel Way Orlando, FL 32837	8/25/08	No
288.	Metzger, Merlin	4159 Wayne-Trace Rd. Eaton, OH 45320	8/15/08	No
289.	Meza, Adan	573 Canada Street Jacksonville, TX 75766	8/22/08	No
290.	Michael, Marcia	13310 Colis Run Ct. Leisberg, OH 45135	8/19/08	No
291.	Michaelson, Lloyd J.	5700 Corsa Avenue, Suite 200 Westlake Village, CA 91362	9/15/08	No
292.	Michaud, David A. and Denise	43 Denbow Road St. Albans, ME 04971	8/22/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
293.	Mikolajczyk, Patsy A. and James J.	9240 I Drive, South Ceresco, Michigan 49033	8/14/08	No
294.	Miller, Bruce G.	10 Schoolhouse Road Jim Thorpe, PA 18229	8/7/08	No
295.	Miller, Molly J. & Brian M.	2451 Montclair Lane Montgomery, Illinois 60538	10/14/08	No
296.	Milnor, Charles	15 Frogtown Road Ottsville, PA 19842	8/4/08	No
297.	Moll, Daniel	1069 Jenkins Street Perryville, MO 63775	9/11/08	No
298.	Montgomery, Judy Jo	3900 Leviston Rd. Bumpass, VA 23032	8/13/08	No
299.	Moore, Bruce L.	4401 Highway 162 Granite City, IL 62040	10/13/08	No
300.	Moore, Travis	301 Old Ft. Gates Road Gatesville, TX 76528	9/2/08	No
301.	Moraca, Thomas	1100 Tamarind Way Boca Raton, FL 33486	7/23/08	No
302.	Morgan, Darrell and Margaret	16100 St. Hwy. 39 Lexington, OK 73051	8/4/08	No
303.	Morris, Brenna Su	475 Coffman Road Marietta, OH 45750	8/1/08	No
304.	Morris, Aubrey Lee	122 Orchard Crest Clinton, TN 37716	8/5/08	No
305.	Morrow, James	5 Winged Foot Ct. Lufkin, TX 75901	8/7/08	No
306.	Morts, Francis	626N 2100 E Rd. Milford, Illinois 60953	8/9/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
307.	Mundt, James	4180 Greenside Court Dacula, GA 30019	8/8/08	No
308.	Nance, Ronnie (Nance Contractors, Inc.)	1988 Suwanee Roberts Court Lawrenceville, GA 30043	8/4/08	No
309.	Nelson, David Brit	11211 Patridge Dr. Houston, TX 77002	8/18/08	No
310.	Nelson, Ginna	P.O. Box 29 Fischer, TX 78623	8/23/08	YesNo 108No
311.	Nichols, Curtis R. and Anita	P.O. Box 821 Coos Bay, Oregon 97420	9/8/08	No
312.	Nichols, Gary L.	5632 Lynnbrook Plaza Yorba Linda, CA 92886	10/1/08	No
313.	Nilles, Robert D.	2491 Elm Ave. Gilmore City, IA 50541	9/16/08	No
314.	Nilles, Wendy M.	2491 Elm Avenue Gilmore City, IA 50541	9/11/08	No
315.	Nolen, O'neal Dale	P.O. Box 1396 Grayson, KY 41143	8/11/08	No
316.	Norris, Walter B.	107 21st Street Mexico Beach, FL 94111	8/16/08	No
317.	Oakey, Kendel	581 E 500 N Orem, UT 84097	9/1/08	No
318.	Olsen, Arthur W.	23215 420th Street Lake Mills, IA 50450	Undated	No
319.	Osborne, Gary and Deborah	3404 Wentworth Way Highland Village, TX 75077	8/18/08	No
320.	Osowski, Thomas P. and Connie M.	7281 S. Lincoln Way Centennial, CO 80122-1145	8/20/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
321.	Pankey, Keith and Michelle	4471 Clear Creek Road Ellijay, GA 30536	9/27/08	No
322.	Pannell, George W.	6508 N. 50 E. Fortville, IN 46040-9775	9/2/08	No
323.	Pappas, Spiro	10509 Beinhorn Houston, TX 77024	8/19/08	No
324.	Parker, Charles	4515 18th Pl. S. Salem, OR 97302-2402	9/25/08	No
325.	Parker, James	13709 Quaking Aspen Pl., NE Albuquerque, NM 87111	9/1/08	No
326.	Parsley, James	750 Countrywood Circle Sour Lake, TX 77659	8/22/08	No
327.	Parsons, Carl S.	7659 South Fort Road Moorefield, WV 26836	9/29/08	No
328.	Pavill, Martin	1030 Gates Road Savertown, PA 18708-9595	7/23/08	No
329.	Pepper, Brenda Sue	3922 Mannie Road Rolling Fork, MS 39159	7/21/08	No
330.	Perko, Jeff	1043 Serpentine Lane, Suite 1 Pleasanton, CA 94566	7/30/08	No
331.	Peternell, Carl	223 Angle Rock Springs, WY 82901	8/25/08	No
332.	Peters, Cynthia J.	10332 South 159th Street Gilbert, AZ 85234	8/6/08	No
333.	Peters, Ronald	8890 91st Ave., NW Powers Lake, N. Dakota 58773	8/5/08	No
334.	Pfister, Darryl	6032 East River Street P.O. Box 334 Indian River, MI 49749-0334	7/29/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
335.	Phillips, Bradley C.	1120 Taylor Broome Road Chickamauga, GA 30707	9/22/08	No
336.	Phillips, David	221 Riverford Road Maryville, TN	8/10/08	No
337.	Pieper, Lyla	7688 40th Street, N.W. Williams, MN 56686	7/30/08	No
338.	Plaeg, Avandea (Mid Frisisan Dairy)	507 Curry Road 8 Clovis, NM 88101	9/4/08	No
339.	Plath, Curtis L. and Shayne	8350 88th Street South Cottage Grove, MN 55016	10/17/08	No
340.	Polydoros, Pamela and Nick	41714 N. Signal Hill Ct. Anthem, AZ 85086	Undated	Yes 111
341.	Posada, Dolores J.	2106 "B" Avenue National City, CA 91950-6733	9/26/08	No
342.	Prindiville, J.	1600 Revere Lane Wall, NJ 07753	7/26/08	No
343.	Proctor, Leonard	26191 Pioneer Lane Parma, Idaho 83660	9/22/08	No
344.	QVC, Inc.	Daniel J. Feiner, Esq. Associate Counsel, QVC, Inc. M/C 207 West Chester, PA 19380	09/03/08	No
345.	Rabeaux, Linda	1704 Juanita Street New Iberia, LA 70560	10/14/08	No
346.	Rains, Shirley M.	78 Brown Road Vilonia, AK 72173	8/20/08	No
347.	Ramey, Harvey	108 Brunson Drive Pickens, SC 29671	9/5/08	No
348.	Ramirez, Erasmo	3605 S. Parrton Street Santa Ana, CA 92707	8/25/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
349.	Ratleff, Roy J.	1378 Sunset Dr. Slidell, LA 70460-2565	8/12/08	No
350.	Ratliff, Brent Dawes	1602 Spring Creek Ct. Keller, TX 76248	8/19/08	No
351.	Ravis, Alexander S. and Kathy	7710 Cemetary Road Vermilion, OH 44089	10/20/08	No
352.	Reale, Dennis	108 Thoreau Way, Apt. 735 Lawrence, MA 01843	8/23/08	No
353.	Reichle, Gregory (American Wilbert Vault Corporation)	P.O. Box 146 Forest Park, IL 60130	8/1/08	No
354.	Reid and James P.C. (R. Ried, President)	307 East Court Street Flint, Michigan 48502	7/18/08	No
355.	Richardson, Morris Wade	200 Cahaba Park Circle Suite 125 Birmingham, Alabama 35242	8/12/08	No
356.	Rickard, Kevin D.	317 McGill Avenue Ventura, CA 93003	9/10/08	No
357.	Riegel, Bryan V.	11765 W. Darkwood Ct. Star, ID 83669	09/03/08	No
358.	Riendeau, Aldoria A.	18062 Mimosa Ave. Robertsdale, AL 36567	8/8/08	No
359.	Riskus, Troy	243 Polk Street Rock Springs, WY 82901	8/23/08	No
360.	Robinson, James R.	5890 Windy Ridge Road West Point, MS 39773	10/17/08	Yes 154
361.	Robison, Vince and Mailyn	6017 Chestnut Court Edmond, OK 73025	8/14/08	

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
362.	Rogers, Natasha	150 Riverview Road Jackson, GA 30233	8/2/08	No
363.	Roloff, Arthur	2682 River Road Willoughby Hills, Ohio 44094	10/6/08	No
364.	Romeo, Steven	3921 Simms Street Wheat Ridge, CO 80033	7/31/08	No
365.	Roraback, Rodney	DBA Nuwave Homes 17915 NW Park View Blvd. Portland, OR 97229-3442	8/25/08	No
366.	Roudebush, Elvon	291 George Anderson Road Medina, TN 38355	7/31/08	No
367.	Rowehl, John	55 Stricker Dr. York Haven, PA 17370-9116	8/18/08	No
368.	Ruschke, Gerald	1731 Wright Drive Sandwich, IL 60548	10/16/08	No
369.	Ruvalcaba, Esperanza and Antonio	4011 Pontiac Avenue Riverside, CA 92509	10/14/08	No
370.	Sadler, J.W.	11406 Greenville Road Hopkinsville, KY 42240	7/31/08	No
371.	Sadler, Robert M.	1946 John Towers Ave. El Cajon, CA 92020	8/11/08	No
372.	Safety International, Inc. (Kelly Phillips, Manager)	2412 East I-20 Odessa, TX 78766 P.O. Box 12060 Odessa, TX 70868-2060	8/25/08	No
373.	Salic, Michael R. and Joanna K.	1868 270th Ave. Granada, MN 56039	9/14/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
374.	Sallee, Steve	106 S. Washington St. P.O. Box 77 Saybrook, IL 61770	9/4/08	No
375.	Samuel, Trevor N.	11330 Trotting Horse Lane Jacksonville, FL 32225	8/4/08	No
376.	Sandoval, Juan	330 Ell Street Brawley, Ca 92227	9/11/08	No
377.	Sanford, Francis H. Sanford, Mary B.	199 W Road Fall River, KS 67047-4728	8/26/08	No
378.	Schaubhut, Dwayne	135 Lot 2 Dufrene Lane Des Allemands, LA 70030	7/28/08	No
379.	Schleicher, Lloyd O.	1720 Washington St., N.E. Minneapolis, MN 55413-1338	8/11/08	No
380.	Schwartz, Brian and Phillis	15677 Highway 135 Stover, MO 65078	7/29/08	No
381.	Sealy, Taylor, P.E.	3818 Glen Arbor Dr., Apt. 5 Houston, TX 77025	8/18/08	No
382.	Sensenig's Wood Shavings (Sensenig, Eugene, Owner)	375 Lausch Road Denver, PA 17517	8/29/08	No
383.	Sharp & Williams, Inc. (Jeff Spruell)	202 W. 9th Street Mt. Carmel, IL 62863	8/20/08	No
384.	Shively, Catherine	2700 Ski Trail Lane Steamboat Springs, CO 80487	9/23/08	No
385.	Shumaker, Roger	11069 Quincy Street Zeeland, Michigan 49464	7/25/08	No
386.	Simmons, Leslie	lvsimmons@wildblue.net	10/17/08	No
387.	Sims, Leonard H.	8423 Timber Loche San Antonio, TX 78250-4466	8/17/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
388.	Sinclair, Norman D.	1175 NoHighland Greens Dr. VeNonice, FL 34285	8/21/08	No
389.	Sisk, Ray	10178 Marvil Drive Laurel, DE 19956	8/2/08	No
390.	Skaggs, Elward E.	717 German St. Lacon, IL 61540-1716	8/22/08	No
391.	Skeens, Nancy J.	42 Sycamore Dr. Hyde Park, NY 12538	8/12/08	No
392.	Slater, M. Elizabeth	15133 Pleasant Grove Drive Disputanta, VA 23842	8/7/08	No
393.	Smith, Elwin R.	5339 Coroner Drive Jacksonville, FL 32205	8/6/08	No
394.	Smith, Frank	2960 U.S. Highway 34 Altona, Illinois 61414	9/11/08	No
395.	Smtih, Rita	2960 U.S. Highway 34 Altona, Illinois 61414	9/11/08	No
396.	Smithlin, Nona	22850 Henna Ave. N. Forest Lake, MN 55025-8535	8/11/08	No
397.	Snyder, Edwin G., Jr.	36330 Boyce Clinton Township, Michigan 48035	7/17/08	No
398.	Snyder, John M.	5006 Snow Drive Frederick, MA 21703	9/3/08	No
399.	Southwest Gas Corporation	Keith A. Brown Associate General Counsel Southwest Gas Corporation 5241 Spring Mountain Rd. Las Vegas, Nevada 89150-0002	09/05/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
400.	Spahn, Tommy	c/o Prestigious Pool Care, Inc. 9900 Highway 71 South Fort Smith, AR 72916	9/10/08	Yes 117
401.	Specialty Construction, Inc. (Jaime Wallace, Executive Assistant)	645 Clarion Court San Luis Obispo, CA 93401	8/27/08	No
402.	Starke, Robert G.	73 N 600 E Greentown, IN 46936	8/25/08	No
403.	State Farm Mutual Automobile Insurance Company (Mary T. Lindstrom, Counsel)	One State Farm Plaza Bloomington, IL 61710-0001	8/12/08	No
404.	Stehling, Stephen	Stephen.Stehling@tylertech.com	10/2/08	No
405.	Stephens, Robert F.	4655Miami Road Cincinnati, OH 45243	10/14/08	No
406.	Stewart, Gordon H.	173 W. Church St. Mocksville, NC 27038	8/11/08	No
407.	Stewart, Ken	7107 West Turquoise Avenue Peoria, AZ 85345	9/9/08	No
408.	Stewart, Troy	2436 Highway 820 Chouchant, LA 71227	8/4/08	No
409.	Stuckey, Mike	3768 County Road 25 Archbold, OH 43502	7/21/08	No
410.	Sullivan, Joseph S.	4J Welding LLC 5911 Thirty Three Mile Rd. Casper, WY 82604	09/06/08	No
411.	Surber, Olen	421 Candleglo San Antonio, TX 78239	9/10/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
412.	Svendsen, Randy and Valerie	30271 445th Ave. Volin, SD 57072	8/11/08	No
413.	Swartzendruber, Lynn A.	30685 Lagoon Road Minier, IL 61759	10/16/08	No
414.	Tams, Elvon	1424 Maryland Avenue Myrtle Point, OR 97458	7/29/08	No
415.	Teal, James	P.O. Box 43 Wallace, SC 29596	8/5/08	No
416.	Teeter, Joe	7935 Buckhorn Drive Sanger, CA 93657-9021	9/8/08	No
417.	Termaat, Glenden	12000 Panama Road Hickman, NE 68372-7008	9/15/08	No
418.	Terra Contracting, Inc. (Todd Witther)	Todd Wittlief Operations Manager Terra Contracting, Inc. 5980 West Cougar Ave. Las Vegas, NV 89139	09/04/08	No
419.	Terra Contracting in Arizona (Todd Witther)	Todd Wittlief Operations Manager Terra Contracting, Inc. 18378 Piedmont Rd. Goodyear, AZ 85338	09/04/08	No
420.	Terry, Timothy A.	3232 Villanova Street Dallas, TX 75225-4839	10/16/08	No
421.	Thatcher, Charles	100 Fifth Avenue Peebles, Ohio 45660	7/27/08	No
422.	Thiel, Donald	P.O. Box 1835 Little Egg Harbor, NJ 08087	7/30/08	No
423.	Thompson, Jack D.	425 Sequachee Drive Whitwell, TN 37397	7/28/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
424.	Thompson, James O.	7401 S. Mulford Rd. Cherry Valley, IL 61016	8/11/08	No
425.	Thompson, Jerome	961 Kimball Lane Safford, AZ 85546	9/3/08	No
426.	Thompson, Robert and Juanita	13757 Ginger Loop Penn Valley, CA 95946	8/20/08	No
427.	Three Rivers Housing	P.O. Box 306 Three Rivers, TX 78071	7/28/08	No
428.	Turner, Judy	P.O. Box 103 Moore, TX 78057	8/1/08	No
429.	Tuttle, Polly	1210 Westwood Drive Henderson, TX 75654	9/25/08	No
430.	Tye, James	2401 Greenbriar Opelika, AL 36801	8/7/08	No
431.	Valentine, Loyd	P.O. Box 432 Edgewood, TX 75117	7/25/08	No
432.	Van Overbeke, Pamela K.	P.O. Box 185 109 E. Lake Avenue Russell, MN 56169	09/02/08	No
433.	VanRiper, Gary A.	903 Malzahn Street Saginaw, MI 48602	8/6/08	No
434.	Vanni, Sharon L. and Don	11891 Calle Cielo Gilroy, CA 95020	8/6/08	No
435.	Varatta, Joseph D. (Rawdon Myers, Inc.)	300 Milford Parkway Milford, OH 45150	8/5/08	No
436.	Vernali, Lisbeth	5937 Berryhill Road Milton, FL 32570	9/10/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
437.	Vicenti, Irene	P.O. Box 444 Zuni, New Mexico 87327	7/20/08	No
438.	Vidal, Michael	13681 Piedmont Vista Drive Haymarket, VA 20169	8/6/08	No
439.	Wade, James D.	2785 Christmasville Road Jackson, TN 38305	9/29/08	No
440.	Wadsworth, George	Hardee County Farm Bureau 1017 U.S. Highway 17 N. Wauchula, FL 33873	8/18/08	Yes 104
441.	Wagner Law Office, P.C. Wagner, Robert J., President	103 West Kemp Watertown, SD 57201	9/3/08	No
442.	Wall, Jeffery	346 Ruby Lane Montreal, MO 65591	7/28/08	No
443.	Wallace, Clarence	50 Baseline Drive Morehead, KY 40351	8/5/08	No
444.	Walton, Kenneth H.	322 Harvestwood Court Madison, AL 35758	8/11/08	No
445.	Wardenburg, Peter (Hydrofarm, Inc.)	2249 South McDowell Ext. Petaluma, CA 94954	7/29/08	No
446.	Warren, Bruce W.	Warren, Carlson & Moore, L.L.P. 6964 N. 79th Street P.O. Box 610 Niwot, CO 80544-0610	8/20/08	No
447.	Waterman, Nicole C.	543 Harvey Hill Road Trumansburg, NY 14886	8/2/08	No
448.	Weant, Robert E.	5504 Shawnee Drive Huntington, WV 25705	8/24/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
449.	Weaver, John E.	1565 Maplewood Dr. Slidell, LA 70458	8/11/08	No
450.	Wegner, Catherine and B.H.	1620 Cimmaron Trail Tyler, TX 75703-7616	8/24/08	No
451.	Weinberg, Daniel (Adsum, Inc.)	2700 Bardy Road Santa Rosa, CA 95404	7/31/08	No
452.	Wells, John A.	20 Gibson Street Bergen, NY 14416	10/7/08	No
453.	White, Brad	3704 S. Braden Place Tulsa, OK 74135-5510	8/20/08	No
454.	White, Anthony C. and Donna	9411 Highpoint Road Villa Rica, GA 30180	8/5/08	No
455.	Whitley, James R.	143 Rolling Meadows Drive Bowling Green, KY 42101	9/18/08	No
456.	Wiebe, Abe	P.O. Box 1622 Seminole, TX 79360	9/9/08	No
457.	Willbur, Earl D.	361 E. Hickory Road Battle Creek, MI 49017	9/18/08	No
458.	Williams, Don W.	8849 Fm 726 South Gilmer, TX 75645	8/16/08	No
459.	Willis, Guy A., Jr.	2690 Mirabella St. Henderson, NV 89052	8/26/08	No
460.	Wilson, Matthew G.	771 Goodstein Drive Casper, WY 82601	9/3/08	No
461.	Wise, Mervin	1924 Gravel Road Seneca Falls, NY 13148	10/14/08	No
462.	Wolfe, Ashton T.	17321 Tye Street South, Suite B Monroe, WA 98272-1047	8/26/08	No

No.	<u>Name</u>	<u>Address</u>	<u>Date of Opt-Out</u>	<u>Filed?</u>
463.	Wood, Brian	445 Quail Valley Farm Road Oneonta, Alabama 35121	8/8/08	No
464.	Woods, Jr., Walter W.	6 – 3rd St. Vaughn, MT 59487	8/10/08	No
465.	Workman, Jed	518 S. 12th St. Murray, KY 42071	8/12/08	No
466.	Worrall, Sharon R.	710 E. Baldwin St. St. Johns, MI 48879	8/20/08	No
467.	Zaiger, James	6100 Hess-Benedict Road Waynesboro, PA 17268	7/28/08	Yes 88
468.	Ziemer, Roger M. and Beverly J.	249 221st Avenue, N.W. Cedar, MN 55011	10/15/08	No